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## ABSTRACT

Mutual Agreement Programming (MAP) is an innovative technique, developed under Department of Labor sponsorship, designed to increase the efficacy and humanity of prisoner rehabilitative programs and the parole review process. It was tried on an experimental demonstration basis in institutions in Wisconsin, California, and Arizona during 1972-73. The reader should recognize that this report is a summary of a single research study of MAP as initially implemented at the three sites, and that it addresses only some of the objectives of MAP that have been mentioned in earlier resource documents. The attempt in the last chapter to set forth some of the unresolved issues relative to the various objectives of the MAP, hopefully, will clarify the nature of some questions that need to be addressed, both by decision-makers and researchers. (Author)

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# AN EVALUATIVE SUMMARY OF RESEARCH:

## MAP Program Outcomes in the Initial Demonstration States

by  
Anne H. Rosenfeld

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RESOURCE DOCUMENT #7

AN EVALUATIVE SUMMARY OF RESEARCH:

MAP PROGRAM OUTCOMES IN THE INITIAL  
DEMONSTRATION STATES

by

Anne H. Rosenfeld

PAROLE-CORRECTIONS PROJECT  
AMERICAN CORRECTIONAL ASSOCIATION

July 1975



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ANNE ROSENFELD  
Technical Consultant

## PREFACE

As a project officer, it is sometimes interesting to look back to the origin of an idea, its implementation and subsequent assessment and to reflect on the various decisions, oversights, and issues that arose in the course of a project. MAP, the project evaluated in this report, has proven to be especially fascinating in view of its multiple, changing--and sometimes elusive--goals, the separation of its research and demonstration components, and the challenge of rigorous evaluation in the face of selective attrition.

The reader should recognize that this report is a summary of a single research study of MAP as initially implemented at the three sites, and that it addresses only some of the objectives of MAP that have been mentioned in earlier resource documents. The attempt in the last chapter to set forth some of the unresolved issues relative to the various objectives of the MAP, hopefully, will clarify the nature of some questions that need to be addressed, both by decision-makers and researchers.

From the data that are available and from my familiarity with other innovative projects dependent on human skills, I am not convinced that MAP will generally achieve the intermediate and ultimate goals that have been claimed for it. One explanation is that there are too many other dominating factors, both in prison and after release, that are likely to dilute any impact MAP may have; the other is that MAP requires human skills and a disciplined but non-authoritarian environment that is unlikely to be found or developed in most prisons. MAP's promise, in addition to more direct humanistic outcomes--such as removing the uncertainty of time of release, probably links more with its potential long-range impact on criminal justice management. Institutional change and its indirect consequences, rather than the issues addressed in this report, may be MAP's major contribution. It is still an open question, of course, as to whether possible achievements such as better coordination, greater cooperation and more systematic planning of the inmate prison activities, will result in greater benefits to the inmate and/or society.

ROBERT FOSTER  
Project Officer

## I. INTRODUCTION

Mutual Agreement Programming (MAP) is an innovative technique, developed under Department of Labor sponsorship, designed to increase the efficacy and humanity of prisoner rehabilitative programs and the parole review process. It was tried on an experimental demonstration basis in institutions in Wisconsin, California, and Arizona\* during 1972-3.

Under the MAP concept, Prison and parole authorities as well as Participating prisoners agree to a three-way contractual commitment:

1. Prisoners must assume responsibility for planning (with prison staff) and completing successfully an individually tailored rehabilitative program to obtain parole release at a mutually agreed upon date;
2. Parole board members must establish a firm parole date and honor it if the inmate fulfills the explicit, objective, and mutually agreed upon criteria for release;
3. Institution staff must provide the services and training resources required by prisoners and must fairly assess their performance in the program.

The effects of the program, particularly on the post-release employment and crime-free behavior of ex-inmates, were examined in all three states\*\* by James O. Robison, D.Crim.\*\*\* In this report, findings from that study will be summarized and discussed in the larger context of the program's overall purpose and potential. Six main topics will be examined:

- 
- \*- Wisconsin Correctional Institution, Fox Lake
  - Central City Community Center, Los Angeles
  - Arizona State Prison, Florence

\*\*The California study will be treated separately in an appendix because in design and implementation it is not comparable to the other two. The California MAP program involved training in the community and a center, rather than in prison.

\*\*\*Robison, James O.; MAP Markers: Research and Evaluation of The Mutual Agreement Program, Resource Document #5. (Parole-Corrections Project, American Correctional Association, 1975). To be available through National Technical Information Service, Operations Division, Springfield, Virginia 22151.

1. What was the program designed to do, and what were its expected effects?
2. Of those areas of potential impact studied, how were they examined?
3. For those areas investigated, what was the program's outcome?
4. What is the meaning of these findings in terms of the Program's overall design and intent?
5. Given currently available findings, what were the program's strengths and weaknesses, and how could the program be improved?
6. How could program effects be better assessed in the future?

*It should be noted at the outset that the findings reported in this document should be regarded as preliminary, and do not represent a comprehensive evaluation of Mutual Agreement Programming, nor is it an assessment of MAP as it is currently being implemented. Discussed here are selected aspects of the program as it was first tried in Arizona, Wisconsin, and California. While the program and its research component were undertaken under less than optimal conditions, the knowledge gleaned from these first three pioneering projects has helped to stimulate program refinements currently in use, and has provided sufficient evidence of the program's feasibility to encourage the actual or planned adoption of MAP in over 15 states.*

This document undoubtedly raises more questions about the program than it answers, yet it should provide those currently using or planning to use the program with an overview of what is known about MAP's early impact and what remains to be studied.

## II. PROGRAM ORIGINS AND RATIONALE

### A. Program Origins

Mutual Agreement Programming was developed in response to several problems endemic to prisoner training programs and parole review. Due to lack of communication and coordination between prison and parole authorities, training programs were not well synchronized with the timing of release, and prisoner participation in those programs was not being considered in release decisions. Underlying these problems was the frequent arbitrariness of Parole Boards in deciding release readiness. Criteria for release, often subjective and rarely explicit, were not known to prisoners or prison personnel and release times were uncertain, subject to the private decisions of Parole Boards; release could be denied arbitrarily, with little or no accountability for such decisions.

Ideally, the completion of training should be coordinated with release and job placement so that newly acquired skills could be put to best use. In practice, prisoners often had to wait an indefinite period before release, and could not plan effectively for outside employment as long as their release date was unknown. The U. S. Department of Labor, sponsor of many prisoner training programs concluded that these conditions interfered with the efficacy of its rehabilitative efforts.

It became plausible that for the inmate programs to be fruitful and financially justifiable, some means was needed which would establish a firm parole date and criteria for parole and would allow a man or woman to be released on completion of training and placed in a training-related occupation.

The Parole-Corrections Project was therefore funded in 1971 by the Office of Manpower Research and Development, Manpower Administration of the Department of Labor, to design and implement a method to overcome some of these problems. Basic guidelines for what was to become Mutual Agreement Programming were developed by parole and correctional administrators themselves in cooperation with Project staff.\* The MAP concept developed from what was first a "prescriptive" solution, whereby the parole Board prescribes programs for an inmate and promises to consider him for parole release upon program completion. This notion was extended subsequently to include prisoner

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\*See Proceedings: The National Workshop of Corrections and Parole Administration, February 1972, New Orleans, Louisiana, Resource Document #2, American Correctional Association, Washington, D.C.

participation and responsibility as a vital program element on both humanistic and rehabilitative grounds.

As the program evolved, it included the following main elements within a legal contract:

1. Establishment of a certain release date;
2. Explicit, objective conditions for release;
3. Explicit statement of responsibility for prisoners, parole authorities, and institutional personnel;
4. Prisoner participation in decision-making and responsibility for carrying out contract terms;
5. Prisoner choice of individualized rehabilitative programs.

Each element of the program could be viewed as contributing to a number of desired results -- both short-term and long-term.

#### B. Rationale

##### 1. Short-Term Outcomes

Considering the short-term outcomes, it was expected that establishing a certain release date would reduce prisoner anxiety and uncertainty about release and would help both inmates and institutional personnel coordinate training plans with post-release work placement. It would also potentially help prison personnel plan for better allocation of training services. In addition, inmates would be in a better position to negotiate for a job while still in prison.

Allowing prisoners to choose their own rehabilitative programs and giving them an opportunity to earn release through their participation would presumably increase their motivation to work in programs they viewed as relevant to their own needs and to avoid behavior that would jeopardize their chances of release at the stated date. Prisoners would also be less likely to be involved in disciplinary infractions.

By consulting with prisoners about what they perceived their rehabilitative needs to be, prison personnel could learn about the relevance of their services to prisoners and could have an information base from which to modify or augment currently available programs.

If contract terms were objective and explicit and if there were a clear definition of responsibility among the three parties, Parole Boards would have less grounds for arbitrariness and delay in release decisions; parole and prison authorities as well as prisoners would be held to a "lawful" standard of accountability. If prisoners were not released because they violated their contracts, the causes of parole delay would be clearer to all parties than they are in current parole practice. Prisoners would perhaps less readily blame prison or parole personnel for their further confinement than they do at present. Prisoners would also have a clearer notion of what behavior would be expected of them in order to obtain release and would be more likely to exert effort toward the contract objectives.

By requiring Parole Boards to decide upon and set definite parole dates and explicit conditions for parole, there would be pressure to consider parole readiness on more rational grounds with fewer opportunities for last-minute revocations and delays. This could be expected to advance the actual release time closer to the minimum eligibility date and thus could shorten the average time of imprisonment. For prisoners, shorter stays would be an obvious bonus; and for prison administrators and taxpayers, reduced cost without increased criminality would be a significant gain.

The program's expected short-term results would, therefore, be of several types:

1. From the perspective of social justice and human rights, prisoners would be treated as responsible individuals, capable of judging their needs and bargaining within a legal system to satisfy them. Prisoners would participate in a system which is lawful, in which all three contracting parties are held accountable for their actions. Release decisions would be made more fairly, on more explicit, objective grounds, with less room for arbitrariness and inequity. Prisoners would know what was expected of them to earn release and would be spared the uncertainty of not knowing their release date.
2. From the perspective of prisoner rehabilitation, prisoners would be more motivated to use prison time and rehabilitative resources more constructively because they would be rewarded for doing so and would participate in programs of their own choosing. Participation in a more lawful and equitable system and the achievement of planned objectives through industrious, constructive behavior might be expected to contribute to better attitudes toward the social system and

greater self-esteem. Having a definite release date, prisoners would have less anxiety and uncertainty about release and could better integrate prison training in their post-release plans.

3. From the perspective of prison administration, better prisoner motivation would mean smoother program operation and fewer disciplinary problems. The presence of a certain release date and access to prisoner feedback would mean more efficient and effective allocation and planning of prison services. Shortened stays could reduce costs. Clarification of the administrative role vis-a-vis parole criteria could free prison personnel from prisoner criticism stemming from poor morale and unrealistic expectations.
4. From the Parole Board perspective, objective release criteria could simplify the decision-making process and provide a common ground for decision-making. A clear definition of Parole Board responsibilities, combined with greater accountability, could free them from charges of arbitrariness and unfairness.

The likelihood of these hypothetical, short-term outcomes actually materializing obviously varies depending on the degree to which they are within the program's control, and the way the program is actually implemented. Some of these short-term effects may be generally considered to be "structural" and highly likely, being inherent in the program. Other, such as reduced prison stay and better allocation of prison services depend on many other factors beyond the project's control, such as willingness of the Parole Board to use the minimum eligibility time or the availability of human and financial resources to improve prison services. One might call such program outcomes "contingent." It should be noted that these particular projects were implemented under the assumption that no augmentation of prison services would be undertaken (or if they were, they would be equally available to the experimental and control groups). MAP personnel would attempt to use whatever resources were available and put them to better use.

## 2. Long-Term Outcomes

A primary concern of those within and without the prison system is its ultimate impact on prisoner behavior after release. If prisoners are released to the community, will they behave as law-abiding citizens in the future? Although



there is disagreement among experts in penology, many believe that employment is a critical key to reducing recidivism. Looking at the program's elements, there are several aspects that seem likely to contribute to more adaptive attitudes and improved employability of prisoners. If these can occur, then these may contribute to lowering recidivism rates as well. The general rationale runs as follows: If prisoners are given a choice of services and an opportunity to assume responsibility for obtaining release at a certain date through their own actions, they are likely to utilize prison training and therapeutic services more constructively and gain better work preparation as a result. If, because of a certain release date, their post-release work placement can be better arranged and follows immediately upon training completion, their chances of obtaining and keeping a job should be improved. Ex-offenders with good, well-paying jobs are less likely to be rearrested.

It is obvious, however, that the chances of an ex-offender's obtaining and keeping a well-paying job for which he is trained depend on many factors beyond the program's structural control. At best, prisoners may receive relevant training under high motivational levels, with improved coordination in release placement. But these conditions obviously are not sufficient, given the weight of other factors, such as the actual quality of job preparation, the availability of jobs, and the marketplace for ex-offenders within the larger job market. Thus, the program's long-term benefits for prisoner employment must be regarded as contingent. They are possible, but are not as likely as many of the program's expected short-range outcomes.

Some believe that the post-release behavior of prisoners depends more on their own attitudes and motivation than on external circumstances, economic or otherwise. If this is true then there is reason to believe that participation in an individually tailored rehabilitative program that fosters responsibility and realistic planning and involves experience with a system that operates fairly and legally may, for some individuals, alter attitudes sufficiently to encourage responsible, legal behavior after release. However, given the complexity of human behavior and motivation and the limited state of knowledge about the psychological underpinnings of criminal behavior, these effects must be regarded as unpredictable.

### III. RESEARCH DESIGN

Given the expected breadth of MAP effects -- on Parole Board deliberation and procedures, on prison administration, and on prisoners themselves -- an ideal research study of program effects would encompass all, both short-term and long-term. For a variety of historical reasons, this research study focused only on prisoner effects, with particular attention to the program's impact on employment and recidivism. Although, as indicated, these long-range outcomes are dependent on a number of factors which were beyond the project's control, they are nonetheless ultimate objectives that are most likely to be emphasized by the correctional community and the public at large.

The MAP research design was primarily intended to answer two questions:

1. How does MAP affect prisoner attitudes and expectations before release?
2. How does MAP affect prisoners once they are released from prison, especially in the areas of employment and recidivism?

Essentially the same research design was used in Wisconsin and Arizona (the California program will be discussed separately, on pages 62 - 65). Prisoners considered eligible for the program, (see page 13) were randomly assigned to one of two groups: "controls," who would not participate in the program, and "experimentals," who would be given the option of program participation by negotiating a contract with prison and parole authorities. (Not all of those experimentals given the chance to participate actually chose to do so.) Assignment to experimental and control groups was in the ratio of 2 experimentals to 1 control in Arizona (130:65) and 3 experimentals to 1 control in Wisconsin (150:50).

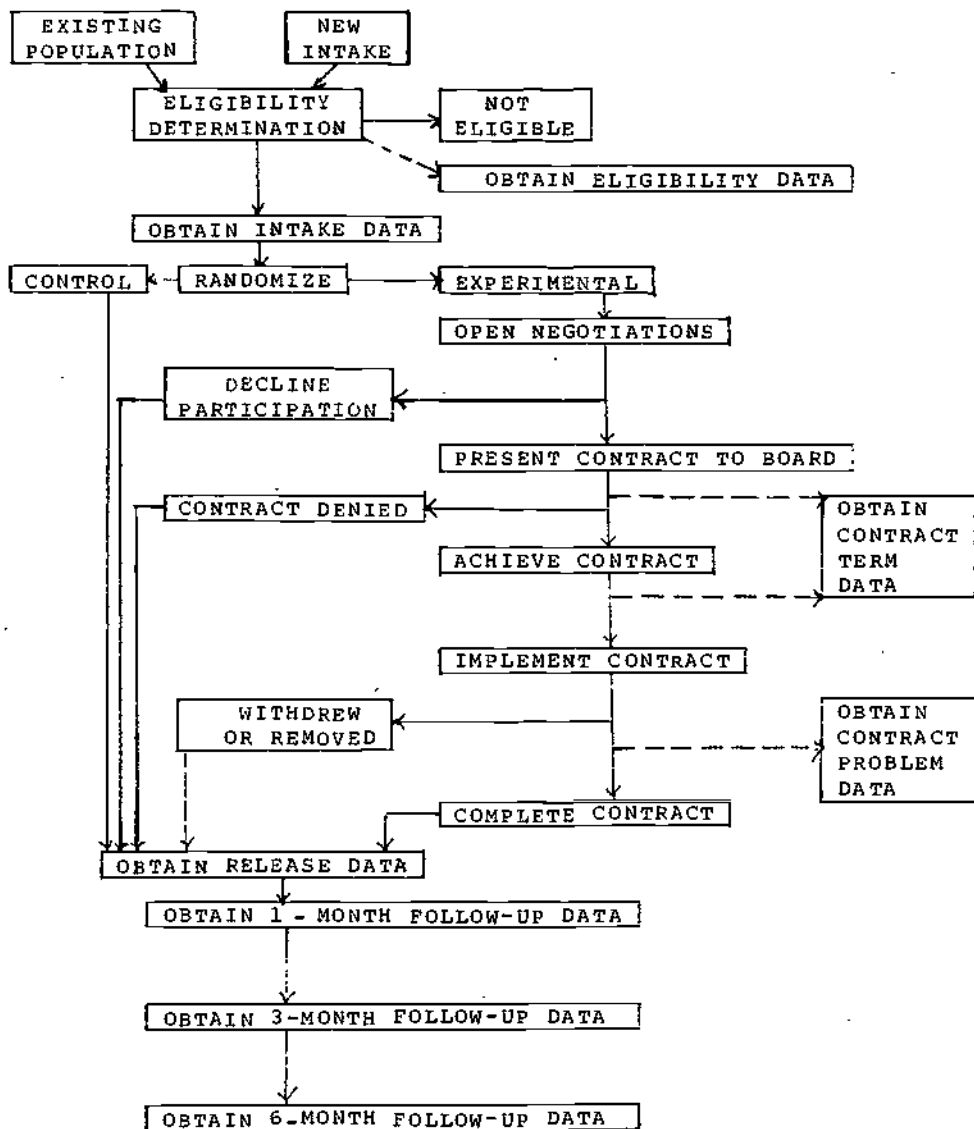
Data collection occurred in Wisconsin from September, 1972, to June 30, 1974, and from November, 1972, to May 31, 1974, in Arizona. Table 1 shows the project's overall plan of data collection.

Data were collected for both experimental and control groups at three major checkpoints:

TABLE 1

GENERAL DESIGN OF MAP  
RESEARCH STUDY

CASE FLOW AND DATA COLLECTION POINTS



1. Intake - when prisoners were first considered eligible, but before random assignment;
2. Release - about a week before actual release; and,
3. Follow-up - at the end of the first, third and sixth month after release into the community.

Intake Data focused on prisoner background variables such as commitment offense, prior incarceration, current age, ethnic status, educational background, and best pay prior to imprisonment; as well as prisoner attitudes toward the program, the importance of knowing their release date, and their estimate of the time of release. (By obtaining this information prior to randomization into experimentals and controls, bias in questionnaire response due to knowledge of experimental status was avoided.)

In addition to data gathered at these checkpoints on both experimentals and controls, supplementary data were obtained from experimentals at several stages during contract negotiation, and during each month they were actually under contract.

Release Data focused on prisoner attitudes toward MAP's current and potential benefits and their job expectations, as well as on Wisconsin staff attitudes toward actual and potential effects of MAP.

Follow-Up Data (obtained through parole officers) concerned criminal behavior following release, employment status and job changes, and prisoner attitudes toward the relevance of MAP and prison training for post-release employment.

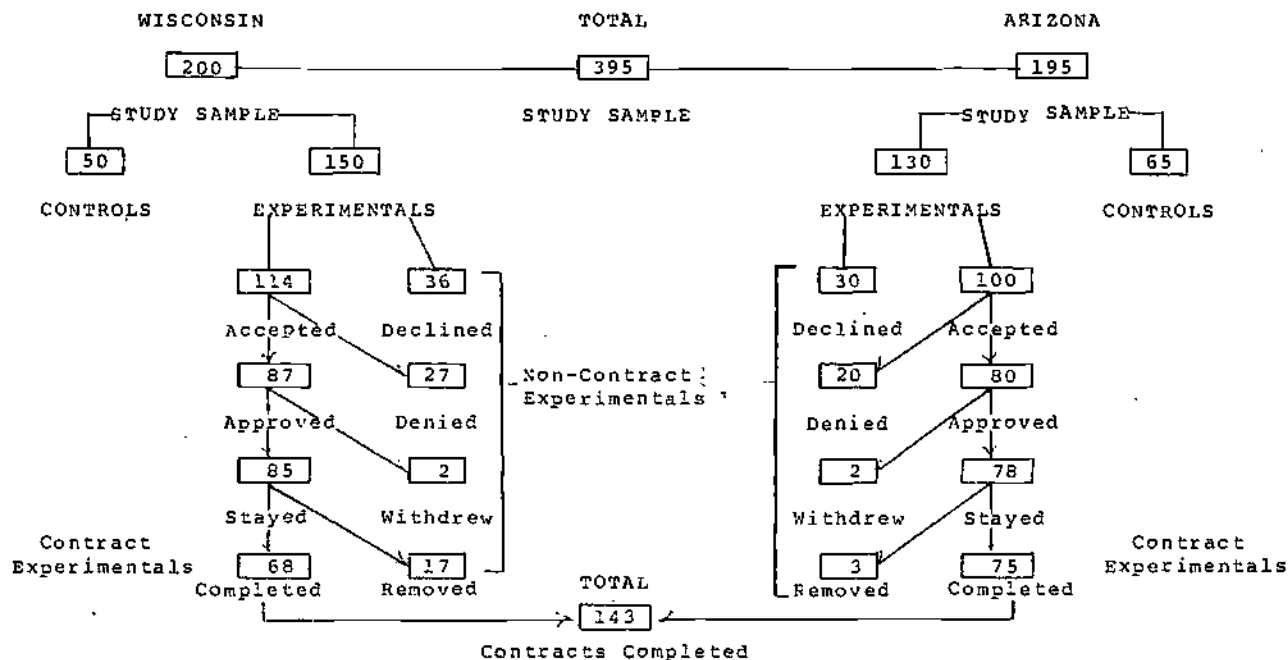
Most of the data were obtained through questionnaires.

In presenting the results of the study regarding prisoners, three basic comparisons were made (within and across the states):

1. Experimental vs. Control;
2. Contract completed ("contracts") vs. other experimentals ("non-contracts");
3. Voluntary vs. non-voluntary dropouts from the experimental group (a finer distinction among the non-contract group of experimental subjects).

TABLE 2

## WISCONSIN AND ARIZONA CASE FLOW



Wisconsin

Total: 200

Controls: 50

Experimentals: 150

Contract: 68

Non-Contract: 82

Declined: 27

Withdrew: 2

Denied: 27

Removed: 17

Voluntary

Non-Contract Experimentals

Non-Voluntary

Non-Contract Experimentals

Arizona

Total: 195

Controls: 65

Experimentals: 130

Contract: 75

Non-Contract: 55

Declined: 30

Withdrew: 2

Denied: 20

Removed: 3

These three types of comparisons were necessary because the experimental group contained both those who obtained and completed contracts ("contract" experimentals) and those who, although assigned as experimentals, participated minimally or not at all in the project, (either because they voluntarily withdrew before or after signing contracts, or because they were involuntarily denied participation, before or after contract signing.) Table 2 shows the breakdown of the full study sample into these groups.

Since the experimental group with contracts represents a subset of all the experimental subjects, with special characteristics due to the voluntary or involuntary winnowing out process, it cannot legitimately be compared directly with the control group, which has not undergone a similar selection process. It should thus be borne in mind that whenever experimentals and controls are compared, the results of the comparison could be diluted, since the experimental group includes non-participants as well.

#### IV. PROGRAM IMPLEMENTATION: WISCONSIN AND ARIZONA

##### A. Prisoner Recruitment and Assignment

In both Wisconsin and Arizona, once eligibility standards were agreed upon\*, the State Project Coordinators supervised preparation of a list of all prisoners who met these criteria and a list of eligibles was posted at the institution, (with an invitation for any prisoner excluded from the list who believed he met the standards to contact the State Project Coordinator, who would review his record.) Copies of a description of MAP and a sample contract were made available to all inmates and staff, in addition to a list of frequently asked questions and answers, and a brief opinion by the correctional department attorney or the Attorney General's office concerning the legal status of proposed contracts. Inmates and staff were also made aware of the program through meetings with the State Project Coordinator, an individual who was to serve as counselor, guide, and inmate spokesman at the interface between project staff, inmate participants, and correctional personnel (both institutional and parole).

Provisions were made to augment the eligible pool from future intake if initially too small (as was done in Wisconsin) and to winnow out by randomized removals if initially too large (as was done in Arizona). Prisoner representatives witnessed and participated in both the winnowing procedure and the subsequent randomization procedure for designating subjects as "experimentals" or "controls."

##### B. Contract Negotiations

With assistance from the project coordinator and relevant institutional staff, interested "experimentals" developed and

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\*In Wisconsin, all inmates at Fox Lake Institution with less than a 15-year sentence who were parole eligible between February and August 1973 (except those sentenced under the Sexual Psychopath Act, or with criminal detainers) were considered eligible.

In Arizona, all inmates eligible for parole within project deadlines, with no outstanding warrants, were considered eligible.

negotiated individualized programs and goals of their choice, after assessing their own needs and capabilities in the areas of education, skill training, treatment, discipline, work assignment, and perhaps other areas (decisions, of course, had to be made from programs that were available or could be developed). (See Table 3 and the sample contracts included in the Appendix.) The proposed contracts were then submitted to the institution and Parole Board for consideration.

According to the Project Coordinators, contract negotiations (involving the inmate, Project Coordinator, a Parole Board member, and an institution representative) were usually at least an hour long, and often much longer, with the Coordinator at times acting as the inmate's spokesman and advocate and assisting the negotiation. The Coordinator would present the contract proposal, discussing the reasons for making such a proposal. The inmate would then attempt to justify the behavioral objectives and the release date. According to the State Project Coordinators, in some instances when an inmate requested release on a certain date the Parole Board and institution representatives would require a greater level of cooperation and input from the inmate, through the addition of other features of the program (such as counseling), in exchange for a reduction of the release date by one or two months, depending on the amount of time the contract covered.

Normally, it was not necessary to appear before the Parole Board again after contract signing, thus lessening the Parole Board workload, and increasing inmate certainty of release. (See comments on page 18 regarding contract changes in Arizona.) Those who refused or were denied a contract presumably returned to the general population without prejudice, and were once again subject to the traditional parole review procedures.

#### C. Contract Implementation and Completion

The MAP models in Wisconsin and Arizona held the Project Coordinator responsible for monitoring the progress of the prisoners and for individual monthly progress summaries and review with prison and parole officials. (See comments on page 18 regarding changes in Arizona.)

For both operational and research purposes, it was important that contract terms be precise and explicit as possible. However, heavy reliance had to be placed on the judgment of staff regarding a person's level of accomplishment. Contracts were worded in the simplest and briefest form possible, preferably one sentence per term. (See sample contracts in Appendix C.) The institutional representative primarily responsible for satisfaction of a given term (e.g. vocational



TABLE 3

DISTRIBUTION OF CONTRACT TERMS

(Based upon 133 contract experimentals  
in Arizona and Wisconsin)\*

<u>Contract Terms</u>	<u>Contracts Containing Terms</u>
1. Treatment	82%
2. Discipline	80%
3. Skill Training	62%
4. Education	62%
5. Job Assignment	48%

\*Data for the total experimental sample are unavailable.

TABLE 4

MONTHS FROM CONTRACT ENTRY TO PRISON RELEASE

(Cumulative Distribution)

	<u>Wisconsin</u>	<u>Arizona</u>	<u>Total</u>
One month or less	0%	9%	5%
Two months " "	0%	24%	13%
Three " " "	10%	50%	31%
Four " " "	35%	62%	49%
Five " " "	56%	71%	64%
Six " " "	65%	82%	74%
Seven " " "	82%	98%	91%
Eight " " "	96%	100%	98%
Nine " " "	100%	100%	100%

instructors for participation in training, or social workers for group counseling) would provide copies of contract terms on appropriate subjects and would make a monthly review of progress in that area. All reviews were made within the framework of:

1. Satisfactory or more than satisfactory;
2. Less than satisfactory.

In the absence of contrary information, State Project Coordinators would enter the rating of "satisfactory" for each contract term for each subject whenever a progress report was due. Only when "less than satisfactory progress" was judged by staff was a full statement necessary (sent to both the prisoner and the State Project Coordinator), stating the extent to which satisfaction of the contract term was jeopardized and corrective measures necessary to satisfy the term. The statement had to show clearly that failure to satisfy the term was due to unsatisfactory prisoner performance, not breach on the part of the program or institution. Prisoners could submit written complaints if they believed the institution was failing to deliver on its program commitments. The Project Coordinator was to conduct an inquiry on such complaints, and was required to make a written reply of his findings. (Although the original state models called for an arbitration board of some type, this feature was eliminated in these Arizona-Wisconsin projects, at the request of state officials.) If problems could not be resolved, the more formal step of contract renegotiation was necessary. (If the institution did not fulfill its role in providing services, the relevant contract term was considered satisfied, and the contract would not be forfeited.)

#### D. State Differences

Although the MAP programs were basically the same in Wisconsin and Arizona, there were some differences in design and actual implementation. In Wisconsin, but not Arizona, the MAP model included access for experimentals and controls to Intensive Employment Placement, a separate but inter-related program administered by project staff, which made allowances for special employment services to be offered each inmate. These included pre-release training for employment-seeking, pre-release employment interviews, and job placement. (See Appendix B.)

Wisconsin basically had much richer facilities for prisoners than Arizona, both used training resources within and without the institution, but Arizona had to rely more heavily on those outside the institution. (As it was, the training placements in Arizona remained at a critical level throughout the experiment.)

The MAP project in Arizona operated under considerably more constraint than in Wisconsin, in addition to the limited rehabilitative resources. Changes occurred in the Parole Board composition while the project was underway, resulting in a more conservative Board which unilaterally rewrote several aspects of the contracts and required that inmates appear again to confirm contract completion. Whereas contracts had originally specified that release would occur "on or before" a given date, handwritten notices reading "on or after" were inserted by the Board in every contract (without, however, affecting the operating procedures or release dates). In addition, the Board unilaterally altered contract wording that had specified the Project Coordinator as the party who would decide, "all questions, issues, or disputes respecting determination of successful completion of any program or service objectives," changing "Project Coordinator" to "Board of Pardons and Paroles."\*

Contract periods in Wisconsin and Arizona ranged between 1 and 9 months, with exactly 1/2 of the prisoners spending 4 or fewer months, and 1/2 serving 5 or more months (see Table 4). Because the Arizona project negotiations took somewhat longer than in Wisconsin, contract implementation started later -- although Arizona had the same final project cut-off date. As a result, Arizona contracts tended to be of shorter duration than in Wisconsin. One-fourth of Arizona prisoners served 2 months or less, whereas none were shorter than 3 months in Wisconsin. Furthermore, 2/3 of the Arizona contractees were released within 4 months of entering contracts, compared to 1/3 in Wisconsin. In that state, 1/6 of the cases spent 8 months or more under the contract, while only a single case in Arizona served that long.

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\*It is not clear what effect these modifications had on prisoners in Arizona, but they might be expected to reduce confidence in release date certainty and perhaps, therefore, somewhat reduce the program's motivational effects. There is some suggestive evidence of the former effect in the Arizona survey of prisoner attitudes at release (see page 35), when the pattern of response is compared to that of Wisconsin.

## V. RESEARCH RESULTS

### A. Background Variables

Efforts to obtain comparable subjects in the control and experimental groups (through random assignment) were for the most part successful in Wisconsin and Arizona, judging by background variables such as age, ethnic background, commitment offense, prior record, etc. (see Table 5). However, in Arizona there was one flaw in the randomization process: controls, on the average, had served less time before intake than experimentals. The median time served for all Arizona subjects was 15 months, but about 1/5 fewer controls than experimentals had served 15 months in their current stay. This difference should be borne in mind in interpreting subsequent comparisons between control and experimental groups, particularly as it relates to the project's effects in shortening the length of stay.

As noted earlier, within the experimental group there was a winnowing of contract subjects, due both to self-selection and selection by the Parole Board. As a result, certain background differences are apparent between contract and non-contract experimentals.\* These should also be considered in interpreting subsequent findings; since any difference observed between the various subgroups of the experimental sample or between the control and contract experimental groups is likely to result from this selection process rather than from MAP.

1. In Wisconsin, contract cases were significantly more likely than non-contract experimentals to have had prior imprisonment. This appeared to be a self-selection effect, first-termers tending to voluntarily decline contracts, possibly because they felt more certain of being released at the earliest possible date.
2. In Arizona, contract cases were significantly more likely than non-contract experimentals to have homicide, assault, or robbery offenses,

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\*The non-contract experimentals are a heterogenous group: those who declined contracts; those who were denied them; those who voluntarily withdrew after signing contracts; and those removed from contract for disciplinary reasons (see Table 2).

TABLE 5

## MAP PARTICIPANTS: . BACKGROUND CHARACTERISTICS\*

Background Characteristic	State	Total		Controls		Total Experimentals		Experimentals			
		#	%	#	%	#	%	Contract		Non-Contract	
No period of prior adult incarceration	A	193	54.9	64	54.7	129	55.0	75	50.7	54	61.1
	W	184	63.0	45	53.3	139	66.2	67	71.6	72	61.1
Median age at project entry (Wisc: 23 yrs or less; Ariz: 28 yrs or less)	A	195	48.7	65	53.8	130	46.2	76	47.4	54	44.4
	W	198	48.0	50	52.0	148	46.6	67	47.8	81	45.7
Member of minority ethnic group	A	195	48.2	65	56.9	130	43.8	76	40.8	54	48.1
	W	197	43.1	50	44.0	147	42.9	67	38.8	80	46.2
High school education completed	A	194	41.6	65	33.9	129	45.7	75	46.7	54	44.4
	W	196	36.2	48	35.4	138	39.1	68	33.8	70	44.3
Best job prior to incar- ceration paid \$3.00/hr or more**	A	163	37.4	55	40.0	108	36.1	64	37.5	44	34.1
	W	168	60.1	40	52.5	128	62.5	62	54.8	66	69.7
Median time served prior to MAP randomization (Wisc: 10 mos or less Ariz: 14 mos or less)	A	195	48.7	65	61.5	130	42.3	75	46.7	55	36.4
	W	200	51.5	50	44.0	150	54.0	68	51.5	82	56.1

\*Note: For Incarceration offense, see Table 6.

\*\*Questionnaire item wording differs between states.

TABLE 6  
NUMBER IN EACH SAMPLE GROUP BY  
COMMITMENT OFFENSE

WISCONSIN						ARIZONA						
C	V	NV	Ct	X	SS	COMMITMENT OFFENSE	C	V	NV	Ct	X	SS
29	19	22	38	79	108	PROPERTY	31	13	10	28	53	82
12	12	16	23	51	63	Burglary	13	8	5	14	27	40
5	1	3	3	7	12	Theft	14	3	2	5	10	24
7	2	3	10	15	22	Forgery	2	1	2	5	9	10
5	4	0	2	6	11	Auto Theft	2	1	1	4	7	8
9	12	13	22	47	56	VIOLENCE OR THREAT	18	10	5	37	52	70
6	9	11	19	39	45	Robbery	5	5	3	18	26	31
2	2	1	3	6	8	Assault	10	3	1	12	16	26
1	1	1	0	2	3	Homicide	3	2	1	7	10	13
5	3	5	3	11	16	SEX	6	3	7	2	12	18
4	2	3	1	6	10	Rape, inc. Stat.	3	1	2	1	4	7
1	1	2	2	5	6	Other Sex	3	2	5	1	8	11
5	4	2	4	10	15	DRUGS	8	5	1	7	13	21
2	0	2	1	3	5	MISCELLANEOUS	2	0	0	2	2	4
200						TOTAL	195					

Study Sample Groups

C = Control  
 V = Voluntary Drops from Contract (Experimental)  
 NV = Non-Voluntary Drops from Contract (Experimental)  
 Ct = Contract Experimental  
 X = Total Experimental  
 SS = Total Study Sample

and less likely to have sex or drug offenses (see Table 6). (This difference was pronounced among the involuntary non-contract group, compared to the voluntary group. Self-selection and, far more powerfully, an administrative screening effect is likely.)

3. Again in Arizona, contracts and non-contract experimentals differed significantly in responses when asked to indicate how much effort they would make to know their release date (see pages 32 - 33). Contract cases were significantly more likely than non-contract cases to claim a willingness to go to "a hell of a lot" of trouble to know, with voluntary and involuntary non-contract cases similar to one another. In Wisconsin, although contracts and non-contract experimentals reacted similarly to this question, within the non-contract group, non-voluntary rejects showed significantly greater investment inclinations than those who voluntarily withdrew.

Comparing the subjects within the non-contract experimental group in Wisconsin, there was a significantly higher proportion of relatively well-educated individuals (having finished high school) among those denied or removed from contract than among those who voluntarily refused or withdrew from contracts. This suggests that there was an administrative selection effect, with Parole Board members preferring to admit to contract those with less education.

### B. Feasibility

A primary question for the designers of MAP programming prior to its implementation in Arizona, Wisconsin and California was whether the program was at all feasible. Could the rigors and implications of a signed contract be tolerated in a system accustomed to maximal discretion and unilateral control? Could Parole Board members set release dates in advance and adhere to their commitments to release prisoners by those definite agreed-upon dates, barring major disciplinary infractions? Would prisoners accepted for contract programming be able to fulfill their commitments satisfactorily? Would institutional personnel provide the services required by prisoners?

The answers in all three states to these questions were "yes," although, as we have seen in Arizona (see page 18) not without difficulty. We will examine these questions in turn.

1. Can Parole Board Members Set in Advance and Adhere to Prison Release Commitments?

Looking at the experimental group, which initially numbered 150 in Wisconsin and 130 in Arizona, the number of successfully completed contracts was 68 (45% of those possible) and 75 (58% of those possible), respectively. If we examine the winnowing pattern for experimentals (see Table 2) the bulk of removals from the program occurred before contract negotiations, usually due to voluntary withdrawals by prisoners (often in anticipation of relatively early release without the program). Only 18% of prisoners wanting contracts in Wisconsin and 15% in Arizona were denied them by Parole Boards during the negotiation phase, usually because the Board members felt that an insufficient period of their terms had been served. Attrition after contract signing, usually involuntary, was almost always due to a disciplinary infraction. A few voluntarily withdrew from the program.

By September 1, 1973, the target date for release of all contract experimentals, 100% of all 68 inmates who completed contracts were released in Wisconsin while 72 of the 76 contract experimentals in Arizona had been released. Parole Board members gave contracts to most of those who requested them (despite the fact that eligibility selection procedures did not involve stringent screening apart from statutory exclusion factors and project eligibility was extended to a wide spectrum of prisoners), withdrew them only on presumably legitimate disciplinary grounds, and honored those that were fulfilled.

2. Can Prison Staff Provide the Services Required by the Contracts?

There is virtually no evidence in either Arizona or Wisconsin of contracted services not being provided. In a few instances, due to illness, accident or indisposition when services were unavailable, alternate means were found to satisfy contract terms. In one instance in Arizona a prisoner was allowed to complete his contract without access to a contracted training course, due to circumstances beyond the control of the institution or project staff.

Although the program was implemented on the assumption that only existing services would be used, in Arizona there was



an expansion of services to both experimentals and controls in response to the program. As described by Victor Reyes, State MAP Coordinator:

Because of the limited programs and resources, expansion had to be planned, and new resources developed and aligned to coincide with the MAP experiment. Treatment staff in the institution had to be willing to provide counseling services which were not readily available previously. We had to make use of existing programs and develop individualized on-the-job placements, tests, and other materials for additional programs such as plumbing, cooking and bakery, construction trades, recreation, and hospital orderly. The department implemented new training programs, changed the rules and cooperated in accommodating project clients in five new programs. These vocational classes, including photography, TV and radio repair, automobile mechanics, upholstery, and welding, were implemented at the Safford Conservation Center and complemented the on-going vocational programs at the State Prison at Florence...The flow of persons into the community was accelerated, and half-way houses expanded to accommodate individuals in training.

Evidence from both Wisconsin and Arizona suggests that institutional personnel attempted wholeheartedly to provide contracted services.

3. Can Prisoners Accepted for Contract Programming Fulfill Their Commitments Satisfactorily?

Looking at the performance of the experimental prisoner group, we find that although attrition was high among potential contractees, it occurred primarily during the contract negotiation phase. In Wisconsin, 24% of cases either declined initial involvement or voluntarily removed themselves from contract consideration at some point prior to formal signing. A parallel loss occurred in Arizona (23%), despite the earlier winnowing of those who did not complete the intake questionnaire. The major factor influencing these voluntary withdrawals was apparently the belief that they would soon be released regardless of the program.\*

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\*The fact that the program was new and untried may have involved many uncertainties in the eyes of inmates which also might have influenced the rate of non-participation.

Among those inmates whose contracts were approved by the Parole Board, a sizeable proportion (94% in Arizona and 78% in Wisconsin) completed them satisfactorily. Aside from a few inmates who voluntarily withdrew, contract attrition was due entirely to cancellations due to disciplinary infractions rather than failure to complete other contract terms.

Judging by the performance of the contract experimentals, it is obvious that while every prisoner may not be eligible or motivated for MAP participation, many prisoners apparently can assume responsibility for planning and fulfilling the terms of their contracts to the satisfaction of prison and parole authorities.\*

These findings, taken together, of Parole Board, institutional and prisoner cooperation and responsibility appear to document the feasibility of the contract model.

### C. Employment

#### 1. Summary Findings

The effects of Mutual Agreement Programming upon post-release employment were studied from a number of perspectives, including: ease of finding a job; employment status (employed vs. unemployed); changes of employment status; turnover in job; training post-release; expected and actual pay level pre- and post-prison; expected and actual career change pre- and post-prison; occupational category; and prisoner views of relevance of prison training and work programs for their current job.

Taking the Arizona and Wisconsin analyses, for almost all of these aspects of post-prison employment, there were no

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\*We do not know, of course, how stringently prison staff enforced the standards set out in the contracts. Contracts were often sufficiently ambiguous when describing the level of achievement to allow some room for possible leniency. The fact that no one was rejected for failure to achieve any contract elements other than discipline does raise questions about the enforcement of standards. According to the State Project Coordinators, those in jeopardy of losing contracts due to performance failure corrected their behavior when counseled by the Project Coordinator and relevant staff members and confronted with the risk of contract loss.

TABLE 7

EMPLOYMENT COMPARISONS -- DIRECTION OF DIFFERENCE

ExPerimentals vs. Controls, Contracts vs. Non-Contracts\*\*

		Contract Experimentals (vs. Non-Contract Experimentals)	
		Experimentals (vs. Controls)	
1. Employed full-time 1 mo. after release	Wisc. Ariz.	- 4.4% -14.6%	+ 8.2% -16.2%
2. Employed full-time at the end of 6 mos. after release	Wisc. Ariz.	-14.6% +16.6%	+ 1.0% +12.3%
3. Job obtained in less than 1 wk. after release.	Wisc. Ariz.	-12.4% +10.7%	- 9.0% 0.0%
4. Hourly wage at least \$3/hr. 1 mo. after release.	Wisc. Ariz.	+14.1% - 7.5%	+15.4% + 6.7%
5. Hourly wage at least \$3/hr. 6 mos. after release.	Wisc. Ariz.	+ 2.1% + 9.4%	+19.5%* -10.0%
6. Earnings at 1 mo. better than pre-imprisonment earnings (177 cases: above or below \$3/hr.)	States Combined	+18.2%	N/A
7. Earnings at 6 mos. better than pre-imprisonment earnings (above or below \$3/hr.)	States Combined	+16.9%	N/A
8. Earnings at 6 mos. after release better than at 1 mo. after release (above or below \$3/hr.)	States Combined	+ 6.8%	N/A

+ = better performance      \* = statistically significant better performance  
 - = worse performance      Percentages = degree of difference between comparison groups

\*\*For the full comparisons concerning all employment variables analyzed, see:  
 Robison, James O., The Mutual Agreement Program: Research and Evaluation Resource  
Document #5, (Parole Corrections Project: American Correctional Association, 1974).

significant differences\* between experimental and control subjects, or, for that matter, between contract and non-contract experimentals.

The only statistically significant differences found were that:

1. At release (when state samples were combined for analytic purposes) experimentals were more likely than controls to have underestimated their later hourly earnings at 3 and 6 months (although both groups tended to overestimate.)
2. Experimentals were more likely than controls to earn more, at 3 and 6 months following release, than they did before entering prison.

Both findings, however, could have been produced by chance, given the large number of comparisons being made. One must conclude, therefore, that there is no evidence that MAP had an effect on the employment of prisoners following release. No attempt was made, as was done in the study of recidivism rates (see below) to analyze the data further according to subgroups to determine whether MAP was more effective for some subgroups than others. Table 7 summarizes many of the findings in this study with respect to employment after release.

#### D. Recidivism

##### 1. Summary Findings

In examining the effects of MAP on recidivism, the primary measure used was the arrest-free "clean" rate among

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\*It should be noted, in reviewing these follow-up findings, as well as those on post-release arrest-free behavior, that the follow-up sample was not the entire study sample, since it included only those who were released within project time limits. Further, not all of those released could be obtained for follow-up study, particularly in Arizona. Thus, the sample size is smaller than the pre-release sample, and statistical results are somewhat less reliable.

TABLE 8

PERCENT AND NUMBER OF EXPERIMENTALS  
AND CONTROLS ARREST-FREE  
6 MONTH PERIOD AFTER RELEASE

TOTAL CONTROLS vs EXPERIMENTALS			CONTRACT EXPERIMENTALS	vs NON-CONTRACT EXPERIMENTALS	
Wisc %	73.0%	81.2%	70.6%	69.1%	73.2%
#	141	32	109	68	41
Ariz %	68.1%	58.3%	70.8%	67.2%	81.8%
#	113	24	89	67	22

TABLE 9

DIRECTION OF DIFFERENCE  
COMPARISON OF ARREST-FREE PERFORMANCE  
(Experimentals vs Controls)

SIX MONTHS AFTER RELEASE  
BY BACKGROUND CHARACTERISTICS\*

Experimentals outperformed controls when:	By:	Controls outperformed experimentals when:	By:
Pre-prison wage at or above \$3.00/hr.	3%	Pre-prison wage Below \$3.00/hr.	8%
High school completed	6%	High school not completed	4%
Not minority ethnic	4%	Minority ethnic group	7%
Does not attribute offense to low income	2%	Blames low income for offense	12%
Half or less job prepara- tion in prison	18%	Most or all of job pre- paration in prison	17%
Imprisoned more than once	11%	Imprisoned only once	10%

\*None of these differences are statistically significant in reliability.

experimentals and controls at 1, 3, and 6 months\* following release. Judging by this criterion, there were no statistically significant differences between experimentals and controls (see Table 8) at even trend level. In Wisconsin, controls had an 11% edge over experimentals and in Arizona, experimentals held a 12% edge over controls. Comparisons on the basis of return to prison and other forms of major disposition (typically at a misdemeanor level) failed to yield statistically significant results.

On the assumption that the program's effects on recidivism might be selective, affecting certain subgroups of the prisoner population more than others, further analysis was undertaken in relation to the arrest-free status criterion. Among the factors examined were: inmate claimed relevance of prison preparation for the current job; inmate belief that economic factors had contributed to their criminal behavior; ethnic minority status; educational level; best pre-imprisonment hourly wage; participation in Intensive Employment Placement in Wisconsin (see Appendix B); and the types of contractual terms required. Again, no statistically reliable differences were found. These findings suggest that at least these inmate characteristics did not affect the impact of the MAP program. Differences between contract and non-contract cases in the experimental groups were also not found to be statistically significant.

Although an analysis was conducted to attempt to identify prisoner subgroups which were crime-free and correlate their success with background factors (see Table 9) or specific contract components, the subject population was too small to permit adequate sized groups for statistical comparison. The findings suggested that the program might favor those who are socially advantaged already, but the data analysis was not specifically addressed to the question of whether those who might have been likely to recidivate did so less frequently among the experimentals than the controls.

#### E. Employment and Recidivism Outcomes: Discussion

As in any research study, the finding of no significant differences between experimentals and controls (for employment and for arrest-free performance following release) raises many questions, and answers few. Is MAP, as designed, incapable of bringing about the long-range changes it is intended to produce? Did it create unintended and undesired effects? Were some of

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\*Data for 1 and 3 months post release are found in the Robison report; results are similar.

its positive results not revealed by the research measures used? Were there factors in the program's implementation which impaired its efficacy? At present, we have no answers. Until there are detailed studies of the program's more intermediate results, we cannot begin to know why its long-range intended benefits were not apparent. If the program failed to elicit a significant degree of inmate motivation, it is unlikely that their participation in contracted rehabilitative activities would have yielded sufficient changes in attitude and achievement level to affect future employability. Even if they were highly motivated, if the rehabilitative programs were of poor quality (a factor over which the program had no control in these projects), it is unlikely that they would perform well in the job market.

Assuming for the moment that the program optimally produced its intended intermediate results (i.e., prisoners were highly motivated to participate wholeheartedly in well-chosen programs which improved their marketable skills and gave them greater self-confidence), and assuming that they were able to coordinate training and release plans, it is still possible that in a tight job market (in which "ex-cons" are rarely considered preferred employees) the quality of their job preparation was overshadowed by other considerations in the marketplace. (To take a hypothetical case, even if more MAP contract experimentals obtained their GED's than those not under contract, if there were no openings for individuals with only a high school education, the program's effects would not be evident.)

In examining the program's lack of statistically significant long-term results, there are other factors to explore. Perhaps the program, although appropriately designed, was not optimally implemented in Arizona and Wisconsin. Many constraints in these projects may have impaired their efficacy: 1) Inmates entered the program after a much longer period of incarceration without its intended benefits; 2) The time constraints of the research project necessitated: a) relatively short contracts with rehabilitative programs accommodated to fit project deadlines; b) relatively heavy case loads for Project Coordinators, with perhaps inadequate time for consultation with inmates; and c) rather hurried reallocation of staff, training, placement and information services to accommodate program needs, etc.; 3) Because the program was new and untried, inmates were probably uncertain that Parole Board commitments would actually be honored. Any or all of these factors may have entered into play to minimize the program's full positive impact. (However, it could also be argued that some of them, such as short contract periods, may have worked favorably, by giving all parties a rather immediate goal. Similarly, the project's newness might have elicited greater enthusiasm among all connected with it and perhaps a feeling of elitism and esprit de corps which might be missing from more broadscale and routinized later versions of the program.)

Regarding the recidivism outcomes of these projects, we do not know what factors may have produced these results.\* Some research evidence suggests that well-employed individuals are less likely to recidivate. If this is true, then it is possible that unless MAP can make a difference in the employability of prisoners, it cannot reduce their post-release criminal behavior. Yet, there are obviously innumerable other factors that influence whether a parolee will "go straight." If the program did produce positive attitudinal and emotional effects, they were apparently not sufficient to influence inmates' post-release behavior, at least in these two projects.

The problems of preparing prisoners to return to the community to work and to lead law-abiding lives have challenged the entire corrections community. There have been no easy solutions to date. As tried and studied in Arizona and Wisconsin, MAP apparently has not helped, either. Whether it can reduce recidivism or improve employment in other settings cannot be predicted from these studies--there are too many unknowns.

#### II. Prisoner Attitudes: Arizona and Wisconsin

##### 1. Initial Attitudes Toward MAP

At intake, all the study sample members were given an open-ended questionnaire about their "present thoughts, feelings, questions, worries, etc." about the idea of contract programming. Replies were coded as favorable, neutral or unfavorable toward MAP, or mixed, uncertain, or conditional in character. Among the replies deemed codable (about 4/5), inmates in both states were largely ambivalent toward the program. Only 20% of all the inmates in Wisconsin, and 45% in Arizona gave consistently favorable replies.

##### 2. Importance of Knowledge of Date of Release

Inmates were also asked at intake how much trouble they would be willing to go to in order to know just when they would be released. The 6 possible alternative responses ranged from

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\*It has been suggested by Dr. Daniel Glaser, Department of Sociology, U.S.C., that there is theoretical and empirical grounding for the expectations that for advanced offenders, "a little education and vocational training accomplishment probably has negative effects on recidivism by creating unrealistic expectations, while an appreciable amount (best represented by diplomas achieved and on-the-job training at an accessible type of employment) will reduce recidivism by a greater proportion for those with the least prior successful experience in school or work."



"none" to "a hell of a lot." About half the Wisconsin study sample and about 2/3 of those in Arizona chose the high motivational reply. In Arizona, there was a significant difference between those who would later become contract and non-contract experimentals (70.7% vs. 54.5%, respectively), but with hardly any difference between those who would voluntarily decline a contract or leave the program (54.8%) and those who would be excluded by the Parole Board or later removed from the program (54.2%). In Wisconsin, where non-contract experimentals appeared to be more motivated than contract experimentals to know their release dates (although not significantly: 53.4% vs. 44.8%, respectively), there was a very significant difference between those who would later voluntarily decline a contract or withdraw from the program (38.7%) and those who would later be excluded or rejected (64.3%).

3. Assessment of Program Benefits at Release by Contract Experimentals

At the time of release, prisoners were asked a series of 10 items about various ways in which MAP might have helped them, with those under contract asked to respond in terms of whether it had helped them, and those not under contract asked to indicate whether a contract would have helped them. If we look solely at the reactions of contract experimentals in Wisconsin and Arizona (the only respondents actually to participate in the program and receive its direct benefits), the same general pattern of endorsement exists as for the whole study sample,\*\* with the release-related benefits receiving the highest endorsement, and program operation benefits rated lowest (see Table 10, listed in descending order of priority for the total study sample). However, great state differences in enthusiasm toward the program are apparent (with Arizona contract experimentals generally giving higher endorsement levels) as well as somewhat different priorities among the program's benefits.

It appears that from the contract experimentals' viewpoint, MAP's primary benefits were related to release certainty, the possibility of speedier release, and improved post-prison planning. This primary area of benefit is in accord with Wisconsin staff perceptions (see pages 36-39). Note that while

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\*See Robison report for full study sample replies.

TABLE 10

PERCENTAGE OF CONTRACT EXPERIMENTALS\*  
ENDORING MAP AS "A LOT OF HELP" ON QUESTIONNAIRE  
REGARDING PROGRAM BENEFIT AREAS: STATE RESPONSES  
AND PRIORITIES COMPARED\*\*

<u>Contract Experimentals:</u> % Saying MAP a Lot of Help	<u>Wisconsin</u> Priority	<u>Rate</u>	<u>Arizona</u> Rate	<u>Priority</u>
Certainty of release date	1	83.8%	77.0%	1
Help plans for outside life	2	54.2%	70.3%	3
Earlier release	3	37.9%	71.6%	2
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Staying out of prison	6	31.3%	65.8%	4
Interest in working harder	4	37.3%	64.9%	5
Improving job prospects	7	30.9%	59.5%	6
Easier time passage	5	36.8%	50.7%	7
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Better working programs	8	23.9%	31.9%	10
Improved staff interest	9	16.4%	47.9%	8
Better access to prison prog.	10	11.9%	40.5%	9

\*Total study sample responses available in Robison Report

\*\*Benefit areas listed in descending order, as rated by total study sample response.

the Wisconsin contract experimentals at release very strongly endorsed the program's help in obtaining release certainty (83%), they gave its value for earlier release rather weak support (37.9%). By contrast, Arizona contract experimentals, less sure of release certainty, were far more likely than their Wisconsin peers to believe that MAP helped in obtaining earlier release.

Regarding the program's major long-term benefits, such as reducing recidivism and improving employment prospects, although neither group of contract experimentals gave these benefits very high priority, Arizona inmates rather strongly endorsed the program's help in these areas, with 65.8% agreeing that the program appreciably helped job prospects. In Wisconsin, however, the rate of endorsement for these items was only 31.3% and 30.9%, respectively. (Wisconsin contract experimentals like Wisconsin staff members (see pages 36-39) apparently did not expect MAP participation to reduce recidivism appreciably.) A similar state pattern of endorsement was seen regarding the program's ability to make inmates "interested in working harder," with 37.3% of Wisconsin contract experimentals and 64.9% of Arizona contract experimentals agreeing that the program was a lot of help.

Among the 10 areas of benefit, contract experimentals in both states rated lowest the program's short-term administrative benefits, such as improved operation of prison programs, improved staff interest in them, and improved access to prison programs. It is difficult to determine whether the relative ranking of program benefits by contract experimentals reflected their greater concern for release-related benefits (and, therefore, greater perception of them) or whether the program actually had relatively less impact in the other areas. This is obviously a subject for further investigation.

#### 4. Attitudes Toward MAP (After Release)

Members of the MAP study sample were asked, at 1 and at 6 months after release, about their opinion of the value of the assistance MAP had provided. One item concerned post-release employment, and another asked if MAP had helped "in any way at all."

##### (a) General Benefits

Looking at the results for contract experimentals, we find that after one month, 72% of contract experimentals in Wisconsin and 71.4% of contract experimentals in Arizona believed the program had helped in some way (Compared to 29.8% and 13.3%, respectively of non-contract experimentals). By the sixth month, Wisconsin contractees were slightly more enthusiastic

(78.3%) while Arizona contractees were less so (66.0%).

(b) Work Benefits

Regarding their job experiences after release, contract experimentals were initially less sure of these benefits than the general benefits cited above. At 1 month after release, only 59.2% of Wisconsin contract experimentals, and 41.1% of those in Arizona believed MAP helped at least a small amount in making their job experience after release more pleasant or productive. By 6 months post-release, their endorsement was greater,\* with 70.0% in Wisconsin and 47.1% in Arizona sharing this belief. These data do not appear to correlate in any simple and direct way with actual employment outcome in the two states.

G. Staff Attitudes (Wisconsin)

Although data collection in Wisconsin and Arizona was focused on prisoner attitudes and behavior, there was one survey of staff attitudes in Wisconsin conducted 9 months after the project began. Staff members were given a 26-item true-or-false questionnaire (see Appendix D) which probed attitudes and opinions toward "MAP cases" (contract experimentals), the operation of the MAP program, and its effects on prisoners. Answers from 62 staff members were codable--of which there were 19 work supervisors, 13 teachers, 9 vocational instructors, 7 counselors or therapists, 6 officers; 8 were placed in a "miscellaneous" category.

Every questionnaire item was worded; "In general, MAP cases..." The questionnaire was designed so that, in the opinion of the researcher, 13 of the questions-if answered "true" would be unfavorable.

Staff replies, arranged in descending order according to the frequency of "true" endorsements are shown in Table 11.

Overall, staff reactions to MAP's major areas of potential benefit were mixed. While a substantial proportion believed the program resulted in earlier release, there were no other presumed benefits that were as consistently supported. (However, negative effects were also not widely endorsed; few felt that there was a risk of staying longer, or that prison operation was adversely affected.) Staff opinion was almost evenly divided concerning motivational aspects of the project

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\*Although this result could be due to some attrition in the sample.

TABLE 11

LEVELS OF ENDORSEMENT BY 62 WISCONSIN STAFF MEMBERS  
CONCERNING MAP EFFECTS\*

	All Staff (62)	Ther. (7)	Offr. (6)	Wk.Sup. (19)	Tch. (13)	VI. (9)	Misc. (8)
1. Earlier release date	81%						
2. Programs hardly different than before	79%		+20%				
3. Subjects more enthusiastic	48%	+20%					
4. Adjusted better	47%	+20%					
5. More interested in rights than responsibility	44%		-20%				
6. Good influence on other prisoners	42%	+20%					
7. Earned respect	40%						
8. Made staff efforts more productive	39%		+20%				
9. Lived up to bargain	39%						
10. Easier to work with	37%						
11. Accomplish more than other prisoners	36%		+20%				
12. Resented by other prisoners	34%						-20%
13. More insight into problems	31%					-20%	
14. Treated less firmly	29%		-20%				
15. Got better program opp.	24%						
16. Held to higher standards	19%	+20%					
17. Promised more than delivered	19%						
18. Less likely to recidivate	18%	+20%					
19. Disappoint. in program	14%						
20. Benefit at others' expense	14%						
21. Less respect for staff	14%			+20%			
22. Better pris. in program	13%						
23. Do harder time	11%	+20%					
24. Hinder orderly operat. inst.	8%						
25. Took up too much time	8%	+20%					
26. Run risk staying longer	3%						

\*Based on a 26-item true or false questionnaire

such as better adjustment and greater prisoner enthusiasm (with counselors and therapists more impressed than others with these kinds of effects).

As to actual inmate performance in prison, staff members were relatively unified in minimizing program effects. Only 36% believed MAP cases accomplished more than other prisoners (although officers were more enthusiastic). A substantial majority did not find subjects easier to work with, more conscientiously living up to their part of the bargain, earning more respect through their behavior and attitudes, or making staff efforts more productive (again, officers were more optimistic than other staff on these issues).

Regarding social justice issues, staff did not view unfairness or coercion as frequent problems. Very small percentages viewed MAP cases as treated more or less firmly than others, with the larger proportion endorsing if anything, the occurrence of less firm treatment. Similarly very few (11%) thought that those with MAP contracts did harder time. While a third (34%) saw MAP cases as resented by those with no contracts, very few (14%) thought project cases benefited at the expense of other prisoners.

It is difficult to assess the finding that the staff members were relatively evenly divided in viewing MAP participants as more interested in rights than responsibilities. Did those who agreed imply that MAP cases did not take their responsibilities seriously or just that they placed a higher value on their rights? Would those who disagreed have described prisoner priorities in reverse order?

Concerning MAP's effects on prison programming, 79% of the staff agreed that "MAP cases have programs hardly different than before they got contracts," and only 24% thought they had better programs. While this could be seen as a criticism of the program, it should be noted that the program was mounted with essentially no augmentation of services, and for most prisoners, contracts came too late in their prison careers and were of too short duration to stimulate a significant shift in activities. (The staff impression is supported by evidence that about 2/3 of the job assignments written for contract experimentalists in Wisconsin and Arizona stipulated merely that the prisoner would continue on whatever job assignment he held before entering the contract. Similarly, with regard to skill training terms, which appeared in about 3/5 of contracts written in Arizona and Wisconsin, formalization of pre-existing program arrangements appears to have been more frequent than involvement in fresh commitments.)

Regarding long-term outcomes, few staff members saw MAP participation as a means of reducing recidivism. In this regard, they were more pessimistic than the prisoners themselves (see pages 32-35) although prisoner endorsement was also not high. (Staff members were not asked their opinion about job preparation or prospective employment outcomes.)

While there was no clear relationship between the degree of contact with MAP cases and sentiment toward the project, there were patterns of response which differed by occupational category. Instances in which a given category of staff departed from the norm by 20% or more are noted in Table 11. By this criterion, counselors and therapists were generally more likely than other staff members to believe MAP brought changes in its intended areas of benefit (e.g., enthusiasm, adjustment, higher standards, lower recidivism, etc.). Officers' differences were less consistent, although they were more likely to think that staff efforts were more productive and MAP prisoners accomplished more, while less likely to view staff as treating MAP cases less firmly. Work supervisors were particularly inclined to find MAP cases showing less respect for staff, while teachers were less likely to believe that MAP cases obtained greater insight into their problems, and vocational instructors were less inclined to think other prisoners resented MAP cases.

Regarding the overall survey results, given the fact that it represents only one of the two institutions under study, these findings can only be regarded as suggestive. However, they do indicate that barring release date certainty (or the impression of earlier release), few of the program's major presumed effects occurred with sufficient strength to elicit broad staff endorsement.

#### H. Effect on Sentence Served

Although MAP was designed to assure certainty of release date and not necessarily to shorten length of stay for prisoners (although this effect would be considered desirable), the belief was prevalent among inmates, prison staff, and State Project Coordinators that MAP resulted in reduced prison time for contract experimentals. In this section we will examine the extent of these beliefs and the statistical evidence available to substantiate them.

##### 1. Total Time Served

On the basis of the research study reported here, there is no statistical evidence available to support the thesis that contract experimentals gained earlier release than they otherwise would. The issue ultimately rests on a comparison of the time they would have served without contracts. There is, of course, no satisfactory way to obtain this information, since

TABLE 12

LENGTH OF TOTAL PRISON STAY  
EXPERIMENTALS vs CONTROLS  
ARIZONA AND WISCONSIN

Mean Length of Stay

	<u>Controls</u>	<u>Experimentals</u>
Arizona	30.2 months	33.6 months - prison admission to data collection cut-off date
	(29.3 months)	(33.4 months) - (prison admission to release)
Wisconsin	23.8 months	22.9 months - prison admission to data collection cut-off date
	(25.3 months)	(24.2 months) - (prison admission to release)



we cannot judge what the Parole Board would have done. Using retrospective data for length of stay of another group with similar offenses also does not answer the question, since Parole Board personnel and release policies can change over time, even in the absence of the program.

A second line of objective evidence might come from a comparison of the lengths of stay of controls and experimentals who completed contracts. However, we cannot legitimately compare the length of stay of these two groups because contract experimentals are a selected part of the total experimental group.

A third line of analysis would be to compare the total experimental group with the controls. Recognizing the problems of such a comparison (e.g. dilution of effects among experimentals by those without contracts), if we do compare the time served by experimentals and controls in both Arizona and Wisconsin, there is no statistically significant evidence of a time saving, as the state trends are contradictory (see Table 12).

In Arizona, experimentals and controls served identical medians of 24 months. Using the mean, experimentals had served an average of 33.6 months between prison admission and the May 31, 1974, cut-off date for data collection, compared to 30.2 months for controls. Looking only at those who attained release, the averages are 33.4 months for experimentals, and 29.3 months for controls. By either form of comparison, controls show about three months less total time served than experimentals, despite the fact that during the MAP study period, controls averaged three months more than experimentals.\*

In Wisconsin, by the close of the data collection period, MAP experimentals who had been released were found to have served an average of 22.9 months, compared to 23.8 months for released controls. If subjects not yet released were included (issuing months served to date), the full experimental sample served an average of 24.2 months vs. 25.3 months for the full control sample.

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\*Note that in Arizona, due to a flaw in the randomization procedure, experimentals had served longer in prison prior to project entry than the controls.

It should also be noted as observed by Dr. Daniel Glaser, that the experimental group in Arizona had significantly more murder and robbery cases than the controls. For such cases, confinement is longest, as a rule, and Parole Board discretion is therefore greatest. This offense selection bias should be taken into account in interpreting these findings.

## 2. Staff Opinions

Unfortunately, there are no data available on staff attitudes in Arizona, but in Wisconsin, where there was a slight, but statistically nonsignificant time savings, staff members 9 months after the project started, enthusiastically endorsed the program's effects in shortening length of stay; 81% of staff respondents agreed that MAP cases were getting earlier release than they would otherwise have (see pages 36 - 37) and only 3% indicated that MAP cases ran a substantial risk of staying in prison longer.

## 3. Prisoner Opinions

At the time of project entry, many prisoners appeared to believe that obtaining contracts would shorten their length of stay. All prisoners (as yet unassigned to experimental or control status) in the total study sample were asked to estimate when they would be released, assuming two different conditions: 1) that they had no contracts, and 2) that they obtained contracts. As shown on Table 13, 87.6% of the study sample in Wisconsin, and 89.7% in Arizona expected release within 9 months of project entry if they obtained contracts. By contrast, only 64.4% of the total study sample in Wisconsin and 44.6% of the total sample in Arizona thought that release would occur within 9 months of project entry without contracts. (For Arizona inmates, the anticipated time savings by contract experimentals were therefore somewhat greater than for Wisconsin inmates.)

In Arizona, these average group estimates of release with contracts was remarkably accurate: 93.4% of those who were to become contract experimentals had expected release within 9 months with a contract, and 94.7% actually were released with contracts. Among Arizona controls, 43.8% predicted release within 9 months without a contract, and 41.6% were actually released within that time period. In Wisconsin, on the other hand, inmate predictions were overly optimistic; for both experimentals and controls. There, 87.7% of the contract experimentals had expected release within 9 months with contracts, but only 57.4% were actually released by that time. For Wisconsin controls the respective figures are 71.1% predicted without contracts, and 38.0% actually released within 9 months.

If we assume that inmates have an accurate estimate of how much time they would have served without MAP, then the discrepancy between their predictions and the actual time served would indicate the time saved through MAP. If that assumption were valid, there would appear to be a substantial time saving. In Arizona, since only 40% of the contract experimentals had expected release in 9 months without contracts, and 94.7% were actually released with contracts. In Wisconsin, 69.2% of contract experimentals had expected to be released within 9 months without

TABLE 13

MAP RELEASE TIME EXPECTATIONS  
WITH AND WITHOUT CONTRACT  
AND ACTUAL RELEASE

PRISONER RELEASE EXPECTATIONS	STATE TOTAL	ALL CONTROL*	ALL EXPER.*	EXPERI- MENTAL CONTRACT	EXPERI- MENTAL NON- CONTRACT*
Expected release within 9 mo. <u>with</u> contract	W 87.6% A 89.7%	93.0% 85.9%	85.8% 91.5%	87.7% 93.4%	84.1% 88.9%
Expected release within 9 mo. <u>without</u> contract	W 64.4% A 44.6%	71.1% 43.8%	62.2% 45.9%	69.2% 40.0%	55.7% 51.9%
<u>ACTUAL RELEASE</u>					
Got release within 9 mo. with contract	W A			57.4% 94.7%	
Got release within 9 mo. without contract	W A	38.0% 41.6%			

\*Note: Pre-release data collected at intake - before knowledge of research status as experimental or control.

contracts, and 57.4% were actually released with contracts, suggesting (if one does not question the accuracy of the assumption) that rather than a time savings occurring, they actually served longer under MAP than they would have without contracts.

A survey conducted just prior to release (see pages 32-35) indicated mixed prisoner beliefs regarding the program's help in obtaining earlier release. Thirty-eight in Wisconsin, only 37.9%, contract experimentals indicated that MAP did or would have made "a lot" of difference in "getting me out of prison earlier." However, in Arizona, 71.6% of the contract experimentals agreed that a MAP agreement had made "a lot" of difference in obtaining earlier release.

A somewhat differently worded question, asked at the time of release, gave inmates a chance to respond whether they believed MAP had or would have increased, reduced, or produced no effect on their length of stay. Only 3% of Wisconsin cases, and 4% of those in Arizona claimed MAP did or would have delayed their release. Replies were otherwise quite similar to those obtained to the preceding question, except that, given a chance to agree that the program "reduced" length of stay, rather than having to agree that the program "helped a lot" in obtaining earlier release, the proportion of Wisconsin prisoner endorsements of this item was increased. In Arizona, prisoners who agreed that it had any effect were likely to claim the effect was large.

In general, several types of prisoner attitudinal data suggest that many contract experimentals in both states believed that the program could and did shorten length of stay, with this belief being particularly pronounced in Arizona. Yet, comparing anticipated and actual release times (with and without contracts) for contract experimentals, we cannot reliably gauge whether such savings occurred.

#### 4. Project Coordinator Opinions

As expressed in interviews with this author, both State Project Coordinators were convinced that there were significant time savings as a result of contract programming, and both cited extensive anecdotal data to support their opinions. Since State Project Coordinators serve as the prisoners' advisors and spokesmen during contract negotiations with the Parole Board, and enter into the bargaining process for actual release dates, they have an opportunity to observe directly Parole Board decisions regarding release dates. Gerald Mills, Wisconsin Project Coordinator, estimated that contract experimentals served from 1 month to 1 year less than they would have without contracts, with about 40% saving over 1 month, and about 10% saving over 6 months. Victor Reyes, Arizona Project Coordinator, estimated that there were often 6 to 9 months

savings, and occasionally savings of 3 to 4 years. According to Mr. Reyes, who cited the observations of one Arizona Parole Board member, many prisoners were released under MAP who otherwise would not have been granted parole release at that time. Further, contracts were granted to some individuals who had stopped trying to obtain parole after several denials (with several years left to serve) as well as to some who had recently been denied parole (and would not normally have come up again for 6 months or longer).

In summary, regarding the length of stay of contract experimentals, it is difficult to reconcile the statistical evidence of no time savings with the attitudinal data, particularly regarding Arizona, where the discrepancy between the two was greatest. If, as the Project Coordinators in both states have suggested, there were appreciable savings for the contract experimentals, perhaps there were savings as well for the controls. It is possible that the presence of MAP brought about changes in Parole Board decision making that shortened the length of stay for both experimental and control groups, thus obviating the gains realized by the experimentals. At present, there is insufficient information available to resolve this issue, or to suggest what might happen if MAP were tried in other settings.

## VI. QUESTIONS AND CAVEATS

The early experiments in Arizona, Wisconsin, and California have demonstrated MAP's feasibility and have given us some insight into the reactions of prisoners and prison personnel. However, there are still a number of unanswered questions about how and whether MAP fulfills the objectives set forth on pages 15-17. The following section will be addressed to considering some of these major questions, and, in the light of greater experience, suggesting some directions in which answers may be found. While the initial MAP experimentals have yielded little conclusive evidence that might bear on future MAP projects, they have produced both greater awareness of the likely variables involved, and greater appreciation of the limits of our knowledge and assumptions. This section is not intended to be an exhaustive examination of the state of knowledge concerning MAP; rather, it is meant to illustrate, through the examination of a few important issues, the kind of inquiry still needed. It will focus on some of the program's main areas of anticipated short-term benefit, and examine how the program might be structured and implemented to achieve them more effectively.

### A. Inmate Attitudes and Motivation:

#### Can MAP Result in Improved Attitudes Toward Self and Increased Effort?

Many of the goals of MAP directly or indirectly assume a change in attitudes and/or effort by inmates which should contribute to better performance in prison, and possibly following release. Beyond the possible positive response of prisoners to more fair and humane treatment (if they perceive it that way), the program's psychological impact is expected to stem primarily from 1) involvement in decision making, with inmates' assumption of responsibility for their own behavior, and 2) the contingency of release at a specific date based upon the inmate's fulfillment of objectives stated in the contract. Psychological theory, based on substantial empirical evidence, supports both of these major assumptions. However, psychological studies also indicate that changes in motivation through promised rewards and participation in decision-making depend on a number of factors, as yet only partially delineated. In the case of MAP, we do not know whether it results in greater inmate involvement and effort, nor do we know whether as a result of MAP participation inmates have more favorable attitudes toward themselves and life. There are a number of factors which might be expected to affect these outcomes, among which might be

1. The freedom with which the choice of individual activities is made;
2. The quality and relevance of available resources for prisoners to choose from;
3. Individual capability of prisoners to identify meaningful goals, maintain effort to reach them, and believe that they are worth reaching;
4. Prisoner belief that the rewards are valuable;
5. Belief that they must adhere to contract terms and achieve a given amount by a specific time in order to gain their reward;
6. Belief that the reward will indeed follow if the effort is made.

We do not know to what extent any or all of these conditions must be fulfilled in order to elicit appreciable effort by inmates. It appears, however, that in Arizona and Wisconsin many of these conditions may have been only partially met. How free were inmates to choose their own activities, and how much were they coerced by "guidance" by others (even intended in the inmate's own best interests)? Given limited contract time and rehabilitative resources, what alternatives were realistically available to them? To what extent could prisoners assess their own goals and work to reach them?

We have some evidence that the goal of release certainty was a meaningful one for many inmates, but its effects were confounded by the expectation that early release would also result. How does the possibility of early release color the choice of rehabilitative programs? Does the reward conflict with the goal of more appropriate programs? Are there other rewards that might be more effective for given individuals? Should the rewards, as well as the means to them be individualized? Can the reward of release certainty provide motivation for improved behavior after release? Would a succession of rewards, extending into the release period be more effective? Do those with MAP contracts have greater feelings of self-worth, dignity, optimism, or responsibility for their actions as a result of their participation? If not, why? Could positive feelings elicited by MAP improve their behavior while in prison? Might they endure, and affect long-term behavior after release? At present we do not know. Answers to such questions require

a type of attitudinal research which was not undertaken in the studies reported here.\*

We are unsure how contract experimentals viewed the conditions of their contracts. Did they know explicitly what they had to do, and how well? Did they believe they could just go through the motions of participation and obtain release? To what extent did they expect the Parole Board to behave arbitrarily, despite the presence of a contract?

If inmates are to feel that they must try hard, their contracts must be relatively specific, explicitly stating the level of achievement expected of them. And contract standards must be enforced rigorously, so that all who perform satisfactorily are released, but only those. In Arizona and Wisconsin were contracts specific enough? Did the fact that no contracts were revoked for inadequate performance (except on disciplinary grounds) reflect excessive vagueness of contract terms, leading to laxity? How could contract terms be expressed more specifically without risking excessive rigidity and perhaps unrealistic standards? (How many professional staff members are qualified to predict accurately what a given individual should be able to accomplish within a given amount of time?)

As MAP is now designed, with contracts up to two years, usually signed at the beginning of incarceration, will inmates be better able to assess and ascertain their goals and design better programs to meet them? Will the graduated rewards of a decompression model sustain motivation? Once there has been more experience with MAP, and inmates know how many contract experimentals actually are released and why, will this information affect the quality of their participation?

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\*While attitudinal information might provide greater insight into how and why MAP does or does not affect prisoner attitudes both before and after release, there are those, including Robison, who believe that the risks of obtaining such information outweigh any possible benefits that might result. For these individuals, there is a risk that attitudinal change, rather than overt performance in rehabilitative programs might be used as a release criterion, returning the parole process to the types of psychological criteria which have heretofore resulted in delayed and arbitrary parole decisions. There is a further, related issue: the extent to which individual psychological privacy of prisoners can and should be invaded, even ostensibly for their own good.

Those who implement other MAP projects with a research component will clearly have to decide for themselves whether the knowledge gained by attitudinal investigation is worth the risk of its possible abuse.



Given the program's structure, the Project Coordinator's role will always be a crucial one in eliciting inmate participation and enthusiasm, in representing and enforcing the fairness of the prison system, in advising (but not coercing) inmates as they choose their rehabilitative activities, negotiate with the Parole Board, and carry out their commitments. The role obviously requires great skill and tact. How well can the Project Coordinator maintain credibility as an inmate advisor and advocate, while accommodating prisoner expectations to the realistic constraints of finite rehabilitative resources and particular Parole Board demands and requirements? We have had no thorough assessment of the Project Coordinator's functions in Arizona, Wisconsin, and California, (although evidence from one study of MAP\* suggests that they were highly sympathetic to the prisoners' point of view) nor do we know how they affected prisoner participation. Clearly, in any future MAP projects, the choice of Project Coordinator, and definition of the role will be important.

In summary, although MAP offers a foundation for inmate participation and choice, there is no guarantee that the program can make inmates actually feel that they are participating fully, or that it can elicit better effort on their part. Given the fact that MAP is administered within a highly authoritarian system, we do not know whether it is ever possible to achieve these goals. We do know that if MAP is to achieve its full motivational potential, it requires careful attention to the way it is implemented, and great skill on the part of those who carry it out.

## B. Social Justice

### 1. Can MAP Reduce Parole Board Arbitrariness?

MAP is designed to reduce Parole Board arbitrariness by requiring that a definite parole date be set, by basing release decisions on relatively objective and explicit grounds, and by holding all parties to the contract accountable for their actions. In its initial trials in Arizona and Wisconsin, it appears that in adherence to parole date commitments and acceptance of contract terms based on performance criteria, the Parole Boards in those states indeed behaved less arbitrarily (even in Arizona, where changes in contract wording might have permitted certain abuses of power).

However, there may still be some areas for arbitrariness which deserve further examination. On the preceding pages we have already alluded to the problems of contract wording.

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\*See doctoral dissertation by Ellen Dunbar, University of Southern California, Los Angeles, "Politics of Policy Change" 1975, Department of Sociology and Urban Studies.

If contract terms are too vague, there is room for arbitrariness in assessing contract satisfaction; excessive leniency or harshness in interpretation may result. If terms are too rigidly defined, unrealistic demands may jeopardize contract fulfillment. In either case, the program would not be fair.

While MAP can affect release date certainty (assuming that contract terms are adequately specified), we do not know whether it can affect the way release dates are set. Parole Boards may set release dates as they wish, within the bounds of custom and law, for whatever reasons. Does the presence of the Program Coordinator and the bargaining process that is inherent in MAP influence the way release time decisions are made? Are they now on a less arbitrary basis than before? Does MAP invite shorter sentences or longer by focusing on individual needs? What would be fair and non-arbitrary standards for sentence length? Is it reasonable to expect that MAP's rehabilitative goals could be met if all inmates were released at the minimum eligibility date? (Would MAP, as currently structured, be necessary?) Would the presence of an outside arbitrator bring about greater accountability for Parole Board members concerning their release decisions and criteria?

An additional area in which Parole Board arbitrariness may still exist concerns their approval of inmates for contracts. Although inmates may meet the program's general eligibility standards (which have tended in the initial projects to be extremely broad), the Parole Board may then impose its own unstated standards and reject those individuals they consider unsuitable. In the Arizona and Wisconsin projects, individuals were rejected ostensibly on the grounds that there would have been insufficient time to complete their contracts within the project's time boundaries. However, a comparison of background characteristics of those accepted or rejected for MAP suggests that other criteria may have been operating, such as the level of education or training achieved prior to the project. While the presence of such criteria may be valid, there is obviously room for abuse, unless they are shared. Did inmates in Arizona and Wisconsin who were rejected for MAP feel fairly treated? Did the absence of complaints indicate satisfaction, or the lack of an adequate outside arbitration mechanism? It seems that if there is to be less arbitrariness, there should be more arbitration.

2. Does MAP Have an Adverse Effect for Those Without Contracts?

MAP attempts to introduce greater justice and humanity into the criminal justice system. Ideally, if it improves the fairness with which prisoners are treated, it should be accessible

to all. Because MAP was new and untried, it was introduced in Arizona and Wisconsin on a limited basis, with only a relatively small group of experimentals permitted to participate. What were the program's effects on those not allowed to participate? According to the Wisconsin staff survey, about one-third of the staff thought MAP experimentals were resented by other prisoners. What were the grounds for this resentment? Did they disagree with the fairness of lottery selection? Were they simply jealous that they did not have access to what they believed would be earlier release? Did they feel that they had less access to desired activities because MAP contractees used up the available slots? Did they feel that those under contract were treated more leniently, or more supportively? There are suggestions from the Arizona and Wisconsin studies that in some ways they may have benefitted somewhat from MAP, through expansion of rehabilitative resources (especially in Arizona), and perhaps from a tendency for the Parole Board to grant earlier release to both controls and experimentals. Did they perceive these as benefits? At present, we do not know how the program's presence affected them.

As long as MAP is offered to less than the full inmate population, and as long as there are insufficient rehabilitative resources to accommodate all who wish to use them, there will be questions concerning MAP's fairness to prisoners as a whole.

### C. Administrative Effects

#### 1. Does MAP Result in Easier Inmate Management and Discipline?

The MAP concept assumes that if inmates are treated with fairness, are held accountable for their actions, are allowed to participate in activities they consider relevant, and are rewarded for their effort, they will be better behaved in prison, and easier to work with. While ideally better behavior could come about through a genuine sense of responsibility and involvement, it might also arise through the simple realization that one at least needs to "keep one's nose clean" if the contract terms are to be satisfied.

In Arizona and Wisconsin, there is no objective evidence available by which to judge the program's effects. While there were disciplinary infractions (some of which were sufficiently serious to jeopardize contracts), they appeared to be considered as infrequent, and the Project Coordinators believed that inmates were better behaved under MAP. (We do not know the rate of disciplinary infractions for the control group.) In Wisconsin, the impression that inmates were better behaved apparently was influential in the program's adoption on a state-wide basis.

In attempting to assess MAP's effects on inmate behavior, it is difficult to obtain objective evidence, since the

judgment of disciplinary infractions rests with staff. Over-reporting, or abuse of power is obviously possible with MAP, as is underreporting. (There are indications from one staff member in Wisconsin that staff members there tended to be lenient, to avoid jeopardizing inmates' chances of contract completion.) There are at present no safeguards to assure that reporting will be fair, other than attempts to share the program's procedures and goals with staff members, and to invite their honest participation.

In the absence of objective information, we must regard the question of inmate discipline as unresolved. It seems likely, that even in the absence of deep motivational and attitudinal changes, many inmates would attempt to stay within disciplinary bounds, if only to achieve the program's rewards. If the program can achieve deeper motivational impact, the chances of improved behavior are in all likelihood increased. But this, too, is an unanswered question.

2. Does MAP Result in Reduced Total Time Served and Reduced Costs to the State?

There are many aspects of MAP which in principle should lead to a reduction in time served. The presence of a certain release date, set in advance, contingent on satisfaction of relatively objective criteria is likely to reduce arbitrary delays and parole denials. In addition, there is the possibility that contract negotiations will result in shortened stays in exchange for additional contractual requirements, particularly if the Project Coordinator is effective.

However, as mentioned earlier, whatever pressure MAP may exert on Parole Boards, ultimately release time decisions remain their prerogative. Essentially under MAP all that can reliably be controlled are delays in the parole review process itself, or parole rejections for arbitrary reasons.

It was not possible to demonstrate statistically a time savings in Arizona or Wisconsin, despite a prevailing impression among prisoners, staff, and Project Coordinators that it occurred. We do not know what would happen in other settings. If, as was suggested earlier, the presence of MAP resulted in shorter stays for both experimentals and controls, there would obviously be a significant savings in time and money. At present, it cannot be demonstrated.

Could MAP result in reduced costs other than through reduced stay? Because MAP provides a basis for knowing in advance when prisoners will be released (assuming that most complete their contracts), it presumably could aid in more rational planning and allocation of prison services and personnel, since both prison input (calculable from known court loads and

sentencing practices) and output could be better estimated. In addition, since it encourages advanced program planning, future demands on prison resources could be known. If MAP indeed can result in more effective use of services by highly motivated inmates, it also can offer benefits in greater payoff for money invested, particularly if its intended long-term benefits of improved employment and reduced recidivism can be realized. Any of these effects might lead to reduced costs to the state. However, it appears, on the basis of the initial MAP experiments, that they cannot be achieved without greater expense in staff and services. While an economic analysis of MAP's costs and benefits cannot be undertaken here, it is obvious that if the program were undertaken on an institution-wide or state-wide basis (as it would have to be to achieve its planning benefits), it would require extensive augmentation of staffing and services to accommodate MAP contract requirements. It would also require a rather sophisticated information system to match inmate requests for services with available resources, both within and without the prison. In all probability, placement services for post-release employment would also have to be expanded. Whether these expenses would be offset by eventual savings through greater efficiency in internal operation, and perhaps savings through better inmate employment or less returns to prison cannot be determined at present. It should be noted that in Arizona and California, the program was not implemented state-wide partly in recognition of the immediately increased costs such changes would require. In Wisconsin, however, and in a number of other states (see page 58), the program has been adopted on a state-wide basis, apparently on the assumption that the program's eventual benefits will justify or offset the initial cost.

3. Does MAP Result in a Rehabilitative Program More in Keeping with Rehabilitative Need?

Because the MAP program is individualized and based upon inmate participation and choice, it appears to offer an opportunity for an appropriate match between inmate needs and rehabilitative services. The program deliberately requires inmate participation rather than Parole Board prescription, on the assumption that inmates can assess their own needs in the areas of job training, coursework, skill training, therapy, etc.. (with guidance from staff and the Project Coordinator).

The success of this aspect of MAP probably depends upon:

1. The inmates' knowledge of themselves, their needs, and the demands and opportunities of the society to which they will return;

2. The breadth and quality of services available;\*
3. The quality of information available to the Project Coordinator concerning the inmate and the rehabilitative resources that might be used;
4. The diagnostic and vocational guidance skills of those who help inmates prepare their contract proposals;
5. The time available for inmate consultation and service coordination;
6. The willingness and ability of staff and Parole Board members to strike a balance between overly manipulative bargaining with inmates (even for desirable rehabilitative ends) and unduly permissive indulgence of inmate wishes which may sometimes be unrealistic or require too little effort;
7. The duration of contracts and their relation to release date considerations.

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\*In these initial MAP projects, it was assumed that, as Robison expressed it, "...the nature of MAP programming concerns not so much the availability of enhanced program resources as it does the nature of the formal relationship between the prisoner and whatever resources happen to be currently available." Therefore, minimal research attention was given to examining how background characteristics, contract terms and services were related to one another, and to outcomes. Similarly, there was no extensive investigation of ways in which the services received by MAP experimentals may have differed from those received before the program, or by controls. However, since according to Daniel Glaser (Journal of Research on Crime and Delinquency, July 1974), there is a relation between the quality of the prison learning experience and later recidivism (see footnote on page 32 ); these variables deserve further examination.

In the pilot MAP projects in Arizona and Wisconsin, inmate initiative and choice was apparently encouraged, but in a context of existing staffing and services. Since contracts were of short duration, and implemented late in most inmate's period of incarceration, we do not know to what extent the specific contract terms for individuals represented a compromise between what was actually wanted and needed, and what was (a) available, (b) feasible within the project's time constraints and existing training cycles, (c) acceptable to the Parole Board, and (d) reasonable in the light of whatever rehabilitative activities inmates had participated in prior to the project. Nor do we know the information base upon which these decisions were made.

Clearly, the Project Coordinator's role is pivotal in guiding inmates to assess their life goals and shape an appropriate program. As mentioned earlier, we do not know what skills were brought to this very difficult role. In all probability, even if Project Coordinators and inmates were able to devise an optimally appropriate rehabilitative program, it could not have been carried out within the constraints of the pilot projects.

The Parole Board's role is also of great importance. Since they too have input into the contract terms, their suggestions must be appropriate to actual inmate needs. In Arizona, where contract negotiations tended to be formalized and participation in therapy or counseling routinely required of all contract experimentals, it is doubtful whether contracts always reflected the wishes of those who signed them. (In one case, in Arizona, an inmate refused to sign once he realized that therapy would be required).

Because the experiments in Arizona and Wisconsin were subject to special constraints which probably would not be present in other projects, it would be difficult to predict how well rehabilitative programs might be designed under MAP in other settings. As indicated earlier, counseling individuals about their life goals, and providing appropriate services to help individuals meet them requires great skill, time, information, and probably money. Even assuming the presence of skilled staff and a wide variety of available services (as with a voucher system), there are still questions remaining about the ability of prisoners to assess and articulate their occupational and therapeutic objectives and determine which resources best suit their needs.

4. Does MAP Result in Improved Coordination of Training and Release?

One of the primary reasons for MAP's development was to improve the coordination of training and release. It was assumed that once a release date was known, it would be easier to plan training schedules so that training termination coincided with release.



There is evidence from the pilot MAP studies that despite the presence of a certain release date, and efforts to coordinate training and release, there was nonetheless a lag between the two for many prisoners. For example, in Arizona, the skill training condition was often on the verge of completion (and sometimes already completed) at the point of contract entry, and yet the contractual release date was usually set some months away, in violation of the MAP tenet that release should coincide with completion of training.

Greater attention to the administrative workings of MAP, particularly the intermeshing of training and release plans and facilities may reveal better ways of accomplishing the program's ends. Clearly, while MAP can provide a facilitative mechanism for smoother, more efficient administration, considerable effort is required to see that these effects actually occur. We do not know whether, beyond the initial negotiations required to implement MAP in a particular locale, the program resulted in continued closer planning and coordination between the Parole Board and corrections personnel in Arizona and Wisconsin. If it did occur, what forms did it take, and how could it have helped inmates and/or the system? Obviously, the coordination of training and release can be accomplished in two major ways: by adjusting training program choices and times to fit with release times, and by setting release times which are concordant with training time requirements to reach a given success level. Fragmentary evidence from the programs reported here suggests that the first method was used in these two projects, partially because of their time limitations. Further study is needed to determine the optimal procedure for assuring maximal benefit from prison programs without necessarily delaying release.

It is important to remember that although coordination may be desirable, it does not of itself necessarily produce enhanced prisoner performance before or after release (unless the quality of post-release performance is critically dependent upon the recency of training).

##### 5. Is a MAP Contract Legally Valid?

A major unknown administrative area regarding MAP is the legal status of the contracts themselves. Despite legal research suggesting that the contracts are valid, unless or until they are challenged in court, there is no way to know their status in the eyes of the law. To date, no contract violation suits have been brought by inmates.

According to a memo by one legal consultant to the MAP project staff,\* there are a number of legal questions as yet unanswered. In his opinion:

Perhaps the most basic legal question presented by the MAP concept deals with the right of an incarcerated individual to enter into a binding contract and the

\*Milton Gordon, Esq., Internal memo, May, 1975. UCLA - Law School, Los Angeles, Proposal for legal Resource Document, June, 1975.



secondary question as to his right to enforce the conditions of a contract.

Case law has progressed from the concept presented in the early 1900's that an inmate was a ward of the state and possessed only those rights as the state, in its humanity, granted to the inmate, to the series of cases developed since 1940 which led to the position that an inmate retains all the rights of a free person except those taken from him, specifically, by statute or are taken as implied by the fact of incarceration. The vast difference between the two legal concepts and the wide grey area in-between have enormous implications for the MAP contract....

Among the legal questions posed in this memo are:

1. Is a contract made by an inmate and a governmental agency enforceable? By the inmate? What is the correct remedy for a breach by the Board of Parole or the Department of Corrections?
2. What is the implied obligation of the Department of Corrections in providing services?
3. Does the MAP contract give rise to any obligation by the state to provide the type of training that would be acceptable in the community?
4. If a contracted service becomes unavailable in the middle of a training program, is the inmate required to renegotiate a contract or has he or she fulfilled the obligation?
5. To what extent must MAP be offered to the entire prison population? In the event the criteria for selection are vague, would an inmate not on MAP be able to force the Board of Parole or the institution to offer a MAP contract?
6. Can someone be refused MAP because of the length of his sentence, type of crime, age, prior record, etc.? What criteria could be used?

The tenor of these questions suggests that what might at first appear to be social justice issues may indeed be legal issues. Clearly, considerable thought and legal research are required in designing and implementing MAP contracts and programs within the current "grey area" of the law.

## VII. PROGRAM MODIFICATION AND DISSEMINATION

Since the three initial MAP experiments, the program has been adopted on a state-wide basis in Wisconsin, and at present (July, 1975) is in operation on a project basis in 6 other states and the District of Columbia. In Michigan, Maryland, Maine, Florida, and Massachusetts\* (as well as Wisconsin) it has been adopted in the state prison systems. In North Carolina it is being tried at three different institutions, at three levels: youth, adults, and women.

Contract programming is also under development in Tennessee, Delaware, New Jersey, Pennsylvania, Georgia, Indiana, Minnesota, Colorado (both in state prisons and in a city jail, where it is tied to pre-trial intervention), and in Canada.

On the basis of the initial MAP trials described in this report, some modifications have been introduced into the program. In all states where the program is now in operation or pending, the program is designed to be offered to inmates at the beginning of incarceration. Contracts are to run for not more than two years, following a "decompression" model whereby an inmate earns progressive freedom in discrete stages, from maximum to medium to minimum security facilities, to work release, and finally to parole. Some states, such as Minnesota, have accepted the addition of a mandatory and binding arbitration mechanism, using an ombudsman as arbitrator.

Although California did not continue the MAP project, it provided a model for subsequent programs in Maryland and Massachusetts, in which MAP is linked to vouchers for rehabilitative services (in these two cases, for services to women inmates).

Given the need for greater research data on the impact of MAP throughout the institutional system, project staff has urged all states adopting the program to build a research component, starting with an assessment of existing rehabilitative resources. When research data are available from these new MAP projects it may be possible to assess the program's strengths and weaknesses with a wider data base, a longer and much earlier period of contract implementation, and greater confidence on the part of all contract participants that their commitments can and will be honored. Perhaps, many of the questions still unresolved in this document will gain greater clarification.

\*Pending funding.

## VIII. CONCLUSIONS

Mutual Agreement Programming, first tried on an experimental basis in Wisconsin, Arizona, and California is an approach to prison and parole reform whose potentially far-reaching effects are still largely unknown.

As designed, the program is intended to provide the relatively immediate benefits of release date certainty (and possibly shorter prison stays), less Parole Board arbitrariness, greater inmate participation and choice in rehabilitative activities (with greater effort and self-esteem resulting), easier inmate management, rehabilitative programs more in accord with rehabilitative needs, better coordination of training programs with release, and more rational allocation of prison resources and personnel. These effects are expected to contribute to the long-range outcomes of improved inmate employment and reduced recidivism.

On the basis of the two early pilot projects in which research was primarily focused on long-range program effects on recidivism and employment, it appears that prisoner rehabilitation is not MAP's major area of benefit. Using either outcome measure, experimentals did not perform significantly better than controls. At present we do not know why. However, given these findings, it is unlikely that the program can or will be justified by its long-term rehabilitative effects (unless other studies, in other settings provide more definitive demonstrations of its efficacy).

There are suggestions from this study and from data in the hands of project staff that MAP can and does yield benefits of a more immediate sort, both humanistic and administrative. The pioneering projects have shown MAP to be a feasible method of assuring release date certainty, acceptable to prison administrators, inmates, and Parole Board members alike. The presence of a known release date can facilitate (although not necessarily guarantee) other benefits, such as reduced inmate anxiety and more realistic post-release employment planning, improved coordination of training programs with release, and more rational and efficient administrative planning.

MAP appears to reduce Parole Board arbitrariness (although not entirely), and to place release decisions on a more objective, explicit and rational basis than formerly. Despite MAP's effects on release date certainty and release criteria, the program has not yet provided demonstrable time savings in prison terms.

Whether the program can improve inmate management is still an unresolved issue, although impressionistic data suggest that it can. (Contract experimentals are not free of disciplinary problems, however.)

As yet there is little information about MAP's impact on inmate motivation and attitudes. While we do know that almost all of those with contracts in Arizona and Wisconsin were motivated to complete them, and performed satisfactorily in the eyes of the institutional staff and Parole Board members, we do not know their level of effort or the psychological benefits they may have gained.

The program appears to have facilitated the coordination of training programs and release for many inmates, but not all.

We do not know, for the initial MAP projects, whether rehabilitative programs were more in accord with inmate needs. While they may have been some gains, due to greater inmate participation and initiative, constraints unique to these projects limited inmate options, resulting in continuation, for many inmates, in activities undertaken prior to project entry.

It is still unknown whether more rational planning and allocation of prison services resulted from the initial MAP projects, since these effects are likely to have occurred after the research study ended. (Subsequent developments in Wisconsin, where the program has been adopted on a state-wide basis suggest that these effects can occur if adequate resources are allocated.)

Given the novel and limited nature of the initial MAP studies, it is difficult to predict the program's effects in other settings over longer time periods. The intelligence and sensitivity with which MAP is implemented is likely to affect its outcomes, particularly regarding the quality of inmate participation opportunities. In addition, the quality of counseling in contract term selection, and the types and quality of services offered appear to be critical variables.

MAP potentially has a catalytic effect on the correctional system, stimulating numerous changes which may affect the efficacy and humanity of prisons. It is not yet known how long it takes for the program's full impact to be felt. It is assumed that program effects will be largely confined to improved behavior and motivation of inmates before release, to more just and fair treatment of inmates, and to administrative benefits. It is of course possible that the program may also yield improved prisoner outcomes after release, but we have no grounds at present for such expectations. Obviously, many questions remain concerning MAP's full impact on inmates and the correctional system.

While the program's total impact has not been assessed, there has been sufficient evidence of its more immediate effects to stimulate its actual or potential adoption in over 15 states. The MAP concept is still under development. Current MAP programs reflect changes suggested by these initial trials. It is expected that with further implementation and study the program can be refined to better yield its intended benefits for inmates and the system of which they are involuntarily a part.

## APPENDIX A

### MAP IN CALIFORNIA

Of the three MAP models, the California model is probably the most divergent in design. The basic contract has been reworded and substantially changed (see Appendix C), and an individual voucher referral for training of the inmate's choice in the community has been added to the program. This variation was designed to test the efficacy of training in the community versus training in the institution. Although data collection in California was planned to parallel that in Wisconsin and Arizona, problems in program implementation precluded the possibility of carrying out the experimental design as planned. It was carried out instead as a demonstration project with no controls. For these reasons, the California experiment is described separately here, although there are aspects of the program that have a bearing on the interpretation of findings in Wisconsin and Arizona.

The California MAP program was intended to involve a minimum of 60 men, all of whom were at the California Institute for Men located at Chino, 40 miles east of Los Angeles. Thirty men were to serve as controls, following the normal prison living and training patterns. The 30 experimental participants were to receive individualized benefits, training, and residence at the Central City Community Center (CCCC), a former hotel close to community training facilities where schooling and on-the-job training were to take place.

Under the voucher system (an experiment new to the corrections system, although previously tried in public housing and education programs) prisoners were to be allowed a specified amount of "credit" (from \$500-1000) for purchasing training and education of their choice. Transportation and incidental expenses were covered by an additional \$55 monthly stipend.

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\*It is significant that Chino was the testing ground in California for MAP. One of the first experimental and demonstration project to discover the difficulty of programming training to coincide with release dates was conducted at Chino (see "Transportation Opportunity Program...The First Three Years," obtainable from the National Technical Information Service, Springfield, Virginia 22151, No. PB 202934).

California inmates were subject to two sets of selection criteria. "California inmate selection criteria was particularly stringent, in that inmates had to meet the standards set down by the Adult Authority as well as a provision against heavy drug history by the community center. The Adult Authority required that candidates be within 6 months of their minimum eligibility for parole and not be committed for a violent offense. The first group of eligibles was drawn from newly received inmates at the reception center and selection represented an alternative to the normal lengthy period of incarceration in California. This group consisted of direct court commitments and inmates who were returned by the courts after a 90 day diagnostic study. The second group of eligibles was drawn from inmates at the institution who had already served part of their sentence and were coming up soon for a regular parole hearing. The Adult Authority was granting very few parole dates during this period so that selection for the second group represented an earlier release.

Because of delays in program implementation (resulting from the difficulty of obtaining funds for prisoner stipends, and arranging payment for community center bedspace and board, and a "security package" of salaries and overhead costs for correctional officers and a parole agent), as well as problems of obtaining an adequate number of experimentals and controls, randomization was aborted; and eligibility was progressively redefined so that the number of cases finally granted contracts had already completed a part of their expected prison stay, with more than half of those who finally obtained contracts entering prison during 1972 or earlier. A total of 45 cases had proposed training programs fully developed for Parole Board consideration, but two were lost through transfer to other prisons before decision. The Board denied contracts to 18, despite their initial screening. Of the 25 who obtained a contract, 9 subsequently lost it (usually for excessive drinking, absence from the community center, or smoking marijuana). It should be pointed out that all 9 failures were achieving at least minimal educational objectives and none were arrested for any reason. Nine of those obtained a contract were from minority ethnic groups, and of those 6 lost their contracts. For the 21 of the 25 cases granted contracts who provided prior earnings information, 8 with past earnings over \$700/month held their contract, and 4 out of 5 who had not reached \$400 lost theirs.

Of the 16 who completed contracts, most managed to establish themselves in training-related jobs, although in many instances all their marketable skills after training cannot be attributed to their rather brief exposure to the program. During a follow-up interview in July, 1974, it was found that 9 were employed full-time, 2 working part-time, and 2 were unemployed. Three others were unavailable for follow-up, 1 having moved, 1 having absconded, and 1 being in the county jail. Of the unemployed, 1 was unable to continue his \$6.25/hr. job as an air-conditioning mechanic because of asthma, but was hoping for retraining in another field, and 1 unemployed since release was being supported by his family while seeking funds to resume diving training.\* Overall then, of those interviewed, 11 of the 12 who were capable of employment were employed.

\*It was later learned that training did resume, but was soon terminated by the individual's death during a diving exercise.

This represents a small number of men but is suggestive when contrasted with the usual 25% unemployment rate for California parolees.

One of the part-time employed was working on commission in sales, recuperating from an eye operation, the other was continuing his office machine training, loading freight at \$7.40/hour, and repairing typewriters on his own. He had left three different typewriter repair jobs because of low pay: \$3.50/hour.

Among the full-time employed, 1 after returning to the dairy, was now working as a machinery mechanic at \$4.80/hour, hoping to resume helicopter pilot training begun in prison. Another, self-employed in vending machine repair, also worked full-time as a restaurant night manager at \$150/week.

A third, who took prison training in cosmetology rather than the brickmasonry he wanted, first worked in construction for an uncle at \$8.00/hour, but was advised by his parole agent to leave because both parolee and uncle had drinking problems. He was now working at \$2.50/hour in a car wash, hoping to become assistant manager.

One case had been employed full-time since release in photo mosaic work at \$2.45/hour, while another worked since release at \$5.35/hour as a quality control inspector in shipyard repair. Still another had held steady employment at \$3.05/hour as a candy sales representative. One individual, who had decided a few weeks after release to work on his own in a salvage business and raise animals was earning \$500-600 a month.

A case who had changed jobs once since release was currently working full-time at \$6.25/hour while holding a part-time position as a cook and preparing to enroll at a junior college for further machinist training. The last case held a position as instructor in computers at a technical school since release, earning \$5.00/hour, and was enrolled at a local university to obtain a teaching credential.

These parolees, whose commitment offenses included manslaughter (1), burglary (2), auto theft (2), grand theft-fraud (1), forgery or checks (6), receiving stolen property (1), conspiracy to commit misdemeanor (1), (and two for whom no information was available), came into the MAP program with probably better work preparation than the average prisoner, and higher average earnings. Their prior occupations had included a mobile home developer, real estate manager, supermarket manager, auto wholesaler, computer operator, heavy equipment operator, journeyman carpenter, salesman, truck driver, cement finisher, paste up and plate operator, vinyl repairer, janitor supply salesman, and cow milker. Nonetheless, their post-prison employment record and earnings are notable. Their training plans and arrangements were generally successful, and were prepared rapidly by the State Project Coordinator with minimal resort to or consulta-



tion from specialists in vocational rehabilitation or to formal assessment of vocational interests and skills.

Among the 16 MAP completers, only two might be said to have had totally unsuccessful outcomes (1 absconder, 1 in jail).

At this time in California, there is little future for the continuation of MAP, or for the individual voucher referral system, with present state resources. However, the basic groundwork done in reaching the present operational level should permit basic manpower considerations in the future, under different circumstances, and with new guidelines. There is strong support for the MAP concept, and it is hoped that the future will see larger scale implementation in the state, should funds become available.

The demonstration of MAP feasibility with vouchers in California has served to stimulate adoption of similar programs in Massachusetts and Maryland. (A reviewer of the draft of this manuscript who was intimately familiar with both development and operations of MAP in California made the following written comments which we include for the benefit of the reader).

Postscript: "The California model was conceived when the Adult Authority was in a period of program experimentation. It was developed as a prison diversion project meant to demonstrate that with adequate program resources newly committed inmates could safely be managed in a community center with better program results. By the time the program became operational, however, the Adult Authority was operating under new guidelines which suggested stringent paroling criteria and maximum use of prison facilities.

Needless to say the program was in trouble. Contracts were denied to the first three cases presented and all were forced to a full Adult Authority vote. Department personnel withdrew some of their enthusiasm and took a "slow down, wait and see" attitude. Most Adult Authority members would have backed out of the project if they could have done so gracefully. But they were already committed on paper.

The year of implementation was spent with the Adult Authority as the "reluctant Bridegroom." Special hearings finally had to be set up with the Adult Authority chairperson making the decisions because uncooperative members simply refused to sign almost any contract. Inmates who violated house rules were summarily returned to the institution even when strong recommendations were made to keep some of them in the program. Continuous pressure was exerted for more rigid criteria.

It's important that the political context in which the project had to survive be understood. That it survived at all while representing a direct contradiction to the prevailing political philosophy (up to and including direct communications from Governor Reagan) may be the biggest achievement.

With all the problems the results still would compare favorably to the best attempts at correctional intervention. Given another day, another place, a supportive climate, who knows what could have been achieved."

## APPENDIX B/1

### WISCONSIN IEP (INTENSIVE EMPLOYMENT PLACEMENT)

The Wisconsin MAP model includes arrangements for Intensive Employment Placement (IEP)--services concentrated in the 60-day period preceding release to parole, and offered to both Control and Experimental subjects of the MAP study sample. Services are provided by the MAP project staff and the Wisconsin State Employment Service; the first 30 days are focused on assessment of skills and familiarization with employment application and interview procedures, and the second 30 days are devoted to arrangements for actual job interviews.

As stated in a MAP-IEP bulletin of May 14, 1973, "There are several goals in IEP. The primary one is helping men still in the institution phase of their sentence obtain offers of employment to which they can go upon their release to parole. Another goal is to obtain job interviews in the community during the 30 days prior to parole."

IEP Release Forms were received for 128 of the 129 subjects released through September, 1973. Inquiry on the forms is addressed to seven successive thresholds of program accomplishment:

1. Was the prisoner offered IEP?
2. If offered, did he accept involvement?
3. If accepted, were IEP services actually provided?  
(vocational aptitude testing, counseling or training in job finding or job keeping, and/or efforts to assist in arranging job interviews)
4. If any services provided, were any interviews actually conducted?
5. If conducted, did interview produce a job offer?
6. If job offered, was prisoner slated to begin employment?
7. If slated, was the job related to prison training or experience?

Except for the transition between stages 3 and 4 above, a majority of the cases arriving at any particular stage succeeded in traversing that stage. The major problem in the system was found to be securing job interviews for prisoners--only one-third (31%) of the cases for whom services were provided obtained a job interview prior to release. Even if it were possible to overcome this particular problem, the progressive winnowing at other stages would still produce a high level of attrition.

It was possible to offer the services to 91% of the subjects sought for IEP. Seventy-five percent of those to whom an offer was made accepted. Some form of IEP service was provided for 91% of those who accepted IEP. Of those subjects for whom it was possible to arrange a job interview, 76% received an offer of employment. Eighty-four percent of those who received such offers were actually slated to begin employment, and two-thirds (68%) of those so slated to begin had obtained work in an area related to prison training or experience. Nevertheless, only eleven of the 128 cases, or 8-1/2% of the total, arrived at the point of securing a training-related job on the basis of an IEP arranged job interview.

## APPENDIX B/2

### "INTERACTIONS - WISCONSIN MUTUAL AGREEMENT PROGRAMMING"

by Gerald Mills

In May of 1975, Dr. Robert Foster, Office of Manpower, Research and Development, Wisconsin Department of Labor called to ask if I had reviewed the draft of "An Evaluative Summary of Research for the Mutual Agreement Program," by Anne H. Rosenfeld. Yes, I had read and commented on it to the Project Director, Leon Leiberg.

Dr. Foster's next question was would I prepare a short intimate, personal view of selected MAP interactions. My affirmative answer and followup efforts have resulted in the following description of MAP interactions.

#### Interactions between MAP Coordinator - Inmate

To begin MAP with an eligible institution resident two or three introductory sessions were held with them to explain in detail Mutual Agreement Programming. During these sessions many questions were answered for the inmate. One of the key factors leading to individual acceptance of MAP was the assurance that each person could opt out at any stage - without prejudice as to future parole board decisions.

As an individual MAP eligible would say "I'll give it a try" and the introductory sessions were completed, I made preparations to begin construction of the MAP proposal with the resident. These preparations consisted of studying and making notes about the psycho-socio- legal background of the resident.

The MAP candidate, after identifying himself as a participant, was given a blank proposal to fill out. A general discussion about program availability followed. Some proposals were filled out immediately, some taken back to the living unit and returned at an agreed-upon date. In several instances the resident made plans for a family visit on the weekend. During the visit the proposal was discussed and some items prepared at that time. The proposal was also discussed with prospective employers and attorneys. Many men advised they had discussed their MAP intentions in group counseling. Many of those meetings resulted in program design in the proposal.

The inmate and the coordinator always developed the final proposal together, reviewing the proposal item by item. This session usually climaxed the proposal preparation. If you could imagine being a counselor and advocate helping a person establish a program for improvement, solving personal problems, obtaining requested services and a guaranteed release from prison, then you have some idea of this phase of the MAP coordinator's job.

The final proposal was typed, reviewed by the candidate and if it met with his approval, was signed. If it did not meet with approval the resident and MAP coordinator met again to determine objectives. The most frequent proposal disagreement was with the unrealistic requested release dates by the residents. Many men, even after extensive counseling, presented proposals which included release in 60 to 90 days following negotiations. In those instances I counseled and recommended what I thought to be a reasonable alternative between the resident's date and what the parole board would offer. Also of critical value was completion of programs to increase job skills.

In all instances when a man insisted on proposing a release date and program content, that date and content was the final proposal.

The MAP candidate and coordinator retained a copy of the proposal. A copy was sent to each of the following: The parole board, parole officer and institution representative. If a proposal included a graduated release plan, a copy of the proposal was sent to the work-education release supervisor.

The resident took the proposal to each of the line staff responsible to deliver a requested service on contract. This provided line staff the opportunity to become directly involved with the individual MAP candidate. The overall response to this procedure was very gratifying. For every person who contacted me to question why they had to become involved, there were ten who indicated a desire to become more active in working with residents and the MAP philosophy.

Many inmates professed that when discussing the behavior - discipline portion of their proposal with the "man" (officer-guard) they were surprised in the interest and cooperation they received.

The coordinator guided the inmate in arranging for contracts with institution staff, met with the inmate and staff and acted as an intermediary in helping to establish objectives.

Prior to negotiations the coordinator spent up to one hour detailing what would happen during the meeting advising the inmate on what to expect. In the instances when there was a question of

program delivery, the negotiations were suspended to make the necessary contacts to ensure service delivery. The recess might extend for several days while a contact was made with responsible persons outside the institution. Sometimes in the inmate-coordinator training, the coordinator play-acted the role of the parole board and asked the resident to respond to the questions. Since each inmate was new to the negotiation it was the coordinator's role to prepare the resident for the session.

In the negotiation, the resident and coordinator presented the proposal. The resident was expected to take an active role in explaining the proposal and discussing how it would meet his individual needs.

The coordinator had at least three roles in negotiations: as inmate representative, moderator and MAP specialist. Pilot project MAP negotiations lasted from the shortest of approximately 30 minutes to the longest in excess of two hours. The shortest negotiations were required by initially acceptable proposals, which needed only presentation, clarification, and ratification. When questions arose about program content, release date, criminal history, length of sentence and motivation, the negotiations became quite lengthy.

Frequently negotiations were recessed while conferences between common interest parties were held. Then negotiations were reinstituted. The inmate and coordinator usually used these recesses to review and evaluate their position.

Following negotiations, each participant received a copy of the signed MAP contract. The MAP recipient and coordinator discussed the responsibilities of the resident. The institution representative notified each person responsible for an agreed-upon item in writing.

Each 30 days the MAP coordinator met with the inmate to provide the opportunity to discuss progress, problems, and feelings about the program.

Most contractees were highly motivated to meet the terms of the MAP contract. The interviews were some of the most satisfying I have experienced with men and women in prison because the majority were motivated to attain the goals in their contracts. Thus the interviews expressed a new attitude toward goal attainment, release to parole and responsibility.

We encouraged the MAP participant to discuss MAP problems with the housing officers, work supervisors and teachers. This was done by asking the inmate if there were any staff with whom they could communicate without fears. If they identified such a staff member, the coordinator explained how the inmate might use the staff member as a sounding board for ideas or problems.

## Parole Board - MAP

The first time the parole board reviewed an individual MAP proposal was after it was mailed to the central office, two - three weeks prior to negotiations. After receiving the proposal, the parole board administrator assigned a board member to review the files, prepare a summary statement and place it in the file for the parole board member in the MAP negotiation. The summary statement provided one basis for decisions by another parole board member during actual contract negotiations.

With this procedure, more than one parole board member had input in MAP negotiations. The same was true for the institution representative as to the program content, extent and commitment of services.

If after contract negotiations, a parole board member believed that the contract did not agree with the memorandum, that member would prepare a justification statement to explain and support the action taken.

As role definition was established there were several general areas the parole board identified as their major concerns. These included: Why should MAP be used instead of the established parole hearing procedure? What does the inmate expect to attain? How does the proposed contract affect the behavior which resulted in imprisonment? How will this proposal influence an inmate to be a success on parole?

There were also parole board questions which led to discussion about community, personal and family problems.

The parole board, in negotiations, frequently played a strong motivational role with candidates who had long histories of criminal behavior. They discussed the prior criminal records and apparent lack of positive skill training, education and employment record. The resulting team negotiations resulted in MAP content with steps leading to completion of training, transfer to community-based work release facilities and the opportunity to obtain employment. This was referred to as a graduate release plan.

With some MAP candidates the parole board member seemed to have little difficulty in accepting the target release date -- especially those in the non-assaultive, short-sentence group. Other MAP candidates were to find short-length contracts available only if they had served a considerable amount of their sentence. There were occasions when according to the parole board member MAP provided the only opportunity to be released prior to the mandatory release date. Through MAP, inmates who had previously shown little or no motivation to complete any training and had been behavioral problems in the prisons, "cleaned up their act" and were given contracts based on the promise that they would successfully complete their behavioral and programmatic objectives.



Even though the MAP procedures imply equal input from all parties there was no question about who had the power. The final decision of a target release date was made by the parole board. The fact that Wisconsin has a board composed of dedicated, well trained corrections professionals was a major factor in the successful planning and operation of MAP in Wisconsin.

#### Release - Mechanisms

To ensure release on or before the specified release date for successful contract completers, the following steps were taken, following previously established operational procedures:

1. The pre-parole date - 120 days prior to release was set which became a focal point for both release planning and evaluation of program progress.

2. At 60 days prior to release, a MAP report of progress took the place of the former parole board hearing and decision. If all program reports indicated successful movement toward timely completion the resulting "60 day report was a signal for the board to prepare a parole decision." The resulting "parole order" was sent to the institution, resident and parole agent by the parole board.

3. At 15 days prior to the MAP target release date a final notice was sent to all parties, including the parole agent. In Wisconsin the parole agent was responsible to prepare a release order. This final 15 day notice signaled institution release staff to check for release orders, set up release steps to guarantee timely release in accordance with the contract. There was no instance of tardy release during the pilot project. We did sign a few contracts for a weekend or holiday. In every instance if the inmate had successfully completed the objectives the parole board approved release prior to the agreed-upon target release date.

We had a few MAP participants who when within 30 days of completion discovered their parole agent had transferred or resigned. The institution staff on each occasion contacted supervisory parole staff who cooperated beautifully by personally preparing parole release orders or assigning the responsibility to a designated parole officer.

With the coordination and cooperation of the several involved groups there were no instances of failure on the part of the state to either deliver services or release to parole in accordance with the MAP.

#### Conclusion

If MAP is to be implemented at an individual prison or state-wide, I believe it should begin with controlled intake! A planned, coordinated training program is needed for all groups in corrections, including judges, potential employers, and interested community groups.

MAP's full impact on corrections is as yet unmeasured. In my opinion, one of its outstanding effects is to make inmates active participants in decision-making. MAP participants identify what they will do to gain release and are prime movers in achieving their training goals and attaining parole. MAP also stimulates many staff members to become involved actively in helping inmates achieve their contract objectives. For those directly involved in MAP, it is demanding, requiring accountability and responsibility but highly rewarding.

## APPENDIX C

## SAMPLE CONTRACTS

1972

Health and Social Services  
Division of Corrections  
Form C-185

# 1. MUTUAL AGREEMENT PROGRAMMING CONTRACT WISCONSIN

## Preamble

This Indenture made this day between John Doe, party of the first part, and Wisconsin Correctional Institution, the Wisconsin Parole Board, and the Wisconsin Department of Health and Social Services, by the Secretary thereof, parties of the second part.

Witnesseth that for and in consideration of the mutual covenants and promises hereinafter set forth, upon all parties herein being fully and completely informed in the particulars, and upon meeting and incorporating herein all prior offers, covenants, and agreements, the parties do hereby contract, covenant and agree as follows.

## Part I Inmate

I, John Doe, understand and agree to successfully complete the objectives as they are specifically outlined in Part IV below in consideration for a specific date of Parole. I understand that, at any time, I may petition for a renegotiation of this contract. I will to the best of my ability carry out the objectives of this contract, and realize that failure to do so will cancel and negate the contract.

## Part II Institution

I, David A. Johnson, representing the Wisconsin Correctional Institution, agree to provide the necessary program and services specified in Part IV below to enable John Doe to timely and successfully complete the objectives of and perform the contract.

## Part III Parole Board

I, Donald L. Quatone, of the Wisconsin Parole Board, representing the Secretary of the Department of Health and Social Services, agree that the above named inmate will be paroled on or before August 10, 1973, CONTINGENT UPON HIS SUCCESSFUL COMPLETION of the objectives mentioned below as certified to me by the State MAP Project Coordinator.

## Part IV Objectives

1. Skill Training  
Complete Basic Welding and complete present phase of Blueprint Reading
2. Work Assignment  
Continue work assignment when not in school
3. Education  
Complete preparation for and take HED. If not passed re-study and again take the HED.
4. Treatment  
Continue Indian Group participation. Become involved in a minimum of eight (8) counseling sessions. The sessions must be with a professional WCI staff member; areas to be covered in the counseling will include former problems associated with the use of alcohol and successful problem solving methods for the future. Other areas may be included by mutual agreement.
5. Discipline
6. Other  
The negotiating team endorses, encourages and promotes a change of program to a minimum security setting after completing the objectives under No. 1, 3 and 4. If the HED diploma is received after taking the test in November, this contract can be renegotiated for an earlier Parole date.

Prisoner's Name John Doe Number 99999-A  
Target Release Date August 10, 1973 Date This Sheet Prepared November 9, 1972

## Part V Interpretation Provisions

Contract cancellation, negotiation or renegotiation shall take place in accordance with the terms and provisions of the approved Wisconsin Model, August, 1972, for Mutual Agreement Programming as amended and in effect on the date hereof. All questions, issues or disputes respecting determination of successful completion of any contract program or service objective shall be decided by the MAP Project Coordinator. Prior to his decision the Project Coordinator shall con-

\*Successfully Complete For the purposes of this contract "successfully complete" shall mean completed with a passing grade or evaluation of satisfactory, within the reasonable capabilities of the inmate, for the specific program or service objective being evaluated by the responsible staff member assigned to the individual program or service objective.

sult with both the inmate and the program staff member who made the evaluation respecting successful completion; and, in the Coordinator's discretion, he may mediate and consult jointly with the inmate and staff member respecting such question or dispute, or with any other person having material factual information regarding such question or dispute. The decision of the Project Coordinator shall be in writing and shall set forth the facts on which it is based and shall state the reasons for the decision. The Project Coordinator's decision shall be final and binding on all parties hereto.

IN WITNESS WHEREOF the parties undersigned have hereunto set their hands and seals this 9th day of November, 1972.

(Signed) John Doe (SEAL)  
Inmate

(Signed) Donald L. Quatone (SEAL)  
Member Board of Parole

(Signed) David A. Johnson (SEAL)  
Institution Representative

(Signed) Wilbur J. Schmidt (SEAL)  
Secretary, Department of  
Health and Social Services

Approved

(Signed) Gerald L. Mills  
Project Coordinator  
Mutual Agreement Programming

2.

# PAROLE-CORRECTIONS PROJECT MUTUAL AGREEMENT PROGRAM ARIZONA

## Introduction

This agreement made this day between John Doe, ASP 99999, the Arizona Department of Corrections, and the Arizona Parole Board defines mutual responsibilities and utilizes an individualized program to prepare John Doe for a successful community adjustment following release on parole. All parties agree as follows.

## Part I Inmate

I, John Doe, understand and agree to successfully complete with a passing grade or an evaluation of satisfactory within my reasonable capabilities the objectives outlined in this document in consideration for a specific date of parole.

I understand that, at any time, I may petition for a renegotiation of this agreement. I will to the best of my ability carry out its objectives and realize that failure to do so will cancel it.

## Part II Department of Corrections

I, Rue Green, representing the Department of Corrections, agree to provide the necessary programs and services, specified in Part IV below, to enable John Doe to successfully complete the objectives of this agreement.

## Part III Parole Board

We, Keith E. Edwards, and Walter G. Jacobs, members of the Arizona Board of Pardons and Paroles, agree that the above named inmate will be paroled on or before July 1, 1973, CONTINGENT UPON HIS SUCCESSFUL COMPLETION of the objectives mentioned below as certified to us by the State MAP Project Coordinator but subject to minimal delay to allow administrative processing not in excess ten working days beyond the specified date.

Inmate's Name John Doe No. 99999

Date September 21, 1972 Release Date July 1, 1973

## Part IV Objectives

1. Education
2. Skill Training  
Will successfully complete Vocational Upholstery June 1973 (Mr. Charles Ripley)
3. Treatment  
Will participate in Alcoholic Anonymous regularly (Mr. Ray Kuhnbrogh)  
Will meet for a minimum of 10 hours in counseling (Mr. M. Monahan)

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4. Discipline (M. Dale Brandt)  
Will comply with the institution rules and regulations outlined in the Inmate Rule Book and receive no referrals for serious disciplinary infractions.

5. Work Assignment

6. Other  
Post-release Program will include assistance in securing employment in trained area.

#### Part V. Interpretation Provisions

Cancellation, negotiation or renegotiation of this agreement shall take place in accordance with the terms and provisions of the approved Arizona Model August, 1972, for Mutual Agreement Programming as amended and in effect on the date hereof. All questions, issues or disputes respecting determination of successful completion of any program to service objective shall be decided by the Board of Pardons and Paroles. Prior to his decision the Project Coordinator shall consult with both the inmate and the program staff member who made the evaluation respecting successful completion, and, in the Coordinator's discretion, he may mediate and consult jointly with the inmate and staff member respecting such question or dispute, or with any other person having material factual information regarding such question or dispute. The decision of the Project Coordinator shall be in writing and shall set forth the facts on which it is based and shall state the reasons for the decision. The Project Coordinator's decision shall be final and binding on all parties hereto except the Board of Pardons and Paroles.

IN WITNESS WHEREOF the parties undersigned have hereunto set their hands and seals this 18th day of December 1972.

(Signed) John Doe (SEAL)  
Inmate

(Signed) Keith C. Edwards (SEAL)  
Member Board of Pardons and Paroles

(Signed) Walter G. Jacobs (SEAL)  
Member Board of Pardons and Paroles

(Signed) Rue R. Green (SEAL)  
Institution Representative

Approved

(Signed) Victor M. Reyes  
Project Coordinator  
Mutual Agreement Programming

### 3. PAROLE-(CORRECTIONS)-PROJECT MUTUAL AGREEMENT PROGRAMMING

California  
Educational Furlough and Parole Agreement

WHEREAS, the California Department of Corrections, the California Adult Authority, and the American Correctional Association's Parole Contracts Project have established an educational furlough and parole program in the State of California denominated the California Model, A Proposal for Mutual Agreement Programming and Individual Voucher Referral (hereinafter "the Program"); and WHEREAS, John Doe has agreed to participate in the Program

NOW, THEREFORE, the parties agree as follows:

I, John Doe, hereinafter "the Participant" hereby agree that I shall conform my conduct to the Rules and Regulations established for this Program by the California Department of Corrections and incorporated into this Agreement by Paragraph V hereof and that I shall successfully complete the requirements of my Individual Educational Furlough Plan set forth in paragraph IV hereof. I understand that I may petition for either termination or renegotiation of this Agreement at any time before my release on parole. I agree to complete my Individual Educational Furlough Plan to the best of my abilities and further agree that failure either to successfully complete my Plan or to conform my conduct to said Rules and Regulations shall constitute sufficient grounds for any other Party to this Agreement to terminate or renegotiate this Agreement and my participation in the Program. I further agree that termination or renegotiation of this Agreement shall constitute sufficient grounds for the California Adult Authority to reconsider and redetermine my parole date.

I, Charles Widens, representing the California Department of Corrections, Division of Parole and Community Services, and I, Donald McDonald, repre-

senting the American Correctional Association agree to provide the Program and services specified in the Individual Educational Furlough Plan set forth in Paragraph IV hereof to enable John Doe to timely and successfully complete said plan.

III. We, Curtis Lynum and Henry Kerr, representing the California Adult Authority agree that John Doe shall be paroled on or before December 21, 1973, contingent upon his successful completion of the Individual Educational Furlough Plan set forth in Paragraph IV hereof and his successful conformity to his conduct to the Rules and Regulations established for this Program by the Department of Corrections and incorporated into this Agreement by Paragraph V hereof.

Participant's Name John Doe

No. B-99999

Agreement Date July 18, 1973

Parole Release Date 12-21-73

MAP Project Coordinator Donald McDonald

#### Individual Educational Furlough Plan

1. Education  
July 23, to August 31, 1973: Central City Occupational Center  
Remedial Education (Math, Reading, English)  
9:00 a.m. to 12:00 noon  
September 17, to December 18, 1973: Same as above (if necessary)

2. Skill Training  
July 23, to August 31, 1973: Central City Occupational Center  
Maintenance Mechanic  
3:00 p.m. to 6:00 p.m.  
September 17, to December 18, 1973: full time day student at I. A. Trade Tech

3. Treatment  
Counseling at Central City Community Center twice a week

4. Work Assignment  
Work experience with structural maintenance men at Central City Community Center

5. Other

V. The Rules and Regulations established for the Program by the Department of Corrections and the American Correctional Association as amended that the Department shall have established and put in effect and the Rules and Regulations applicable to residents of any facility of the Department at which the Participant shall be lodged during the term of this Agreement. Said Rules and Regulations are hereby incorporated into the Agreement as if set forth in full herein.

VI. Interpretation of this Agreement shall be in accordance with the terms and provisions of the approved California Model, A Proposal for Mutual Agreement Programming and Individual Voucher Referral as amended and in effect. All questions, issues or disputes respecting determination of successful completion of this Agreement by the Participant shall be submitted to the MAP Project Coordinator designated in Paragraph IV hereof for his recommendation to the Adult Authority. Prior to this recommendation the Project Coordinator shall consult with both the Participant and the program staff member who made the evaluation respecting successful completion, and, in the Project Coordinator's discretion, he may mediate and consult jointly with the participant and staff member respecting such question or dispute, or with any other person having material factual information regarding such question or dispute. The recommendation of the Project Coordinator shall be in writing and shall set forth the facts on which it is based and shall state the reasons for the recommendation.

IN WITNESS WHEREOF the parties undersigned have hereunto set their hands and seals this 18th day of June, 1973.

(Signed) John Doe (SEAL)  
Participant

(Signed) Henry W. Kerr (SEAL)  
For the California Adult Authority

(Signed) Curtis Lynum (SEAL)  
For the California Adult Authority

(Signed) Charles B. Widens (SEAL)  
For the California Department of Corrections

(Signed) Donald McDonald (SEAL)  
For the American Correctional Association Parole Corrections Project

# APPENDIX D

## MUTUAL AGREEMENT PROGRAM

## INSTITUTION STAFF QUESTIONNAIRE \*

INSTRUCTIONS: The "MAP" demonstration project for contractual agreement between prisoner, parole board, and institution staff has been in operation for several months. We would appreciate your impressions and opinions about the project, and your judgment about what, if any, effects it is having upon prisoners and the operation of the institution.

### A. RESPONDENT (check one)

\_\_\_\_ Teacher \_\_\_\_ Vocational Instructor \_\_\_\_ Counselor or Therapist  
\_\_\_\_ Work Supervisor \_\_\_\_ Other: \_\_\_\_\_

B. I have worked with about \_\_\_\_ MAP cases (prisoners with contracts).

C. I am acquainted with about \_\_\_\_ MAP cases (prisoners with contracts).

### IN GENERAL:

1. MAP cases take up too much of my time. (8%)
2. MAP cases are easier to work with. (37%)
3. MAP cases accomplish more than other prisoners. (36%)
4. MAP cases show less respect toward staff. (14%)
5. MAP cases benefit at the expense of other prisoners. (14%)
6. MAP cases are held to higher standards than other prisoners. (19%)
7. MAP cases hinder the orderly operation of the institution. (8%)
8. MAP cases are better mainly because only the better prisoners get contracts. (13%)
9. MAP cases get significantly better program opportunities. (24%)
10. MAP cases are a good influence on other prisoners. (42%)
11. MAP cases adjust better than before they were given contracts. (47%)
12. MAP cases are getting earlier release dates than they would otherwise have. (81%)
13. MAP cases make my own efforts more productive. (39%)
14. MAP cases conscientiously live up to their part of the bargain. (39%)
15. MAP cases are treated less firmly by institution staff. (29%)
16. MAP cases have programs hardly different than before they got contracts. (79%)
17. MAP cases are resented by other prisoners who have no contracts. (34%)
18. MAP cases are more enthusiastic about program involvement. (48%)
19. MAP cases do harder time than other prisoners. (11%)

\*"True" response percent shown in parentheses.

20. MAP cases will be less likely to recidivate because of the contract experience. (18%)
21. MAP cases run substantial risk of staying in prison longer. (3%)
22. MAP cases were promised more than can be provided. (19%)
23. MAP cases are disappointed with the program. (14%)
24. MAP cases are more interested in their rights than their responsibilities. (44%)
25. MAP cases obtain more insight into the nature of their problems. (31%)
26. MAP cases earn respect through their behavior and attitude. (40%)

## PROJECT PUBLICATIONS

- Resource Document #1: *Parole: Origins, Development, Current Practices and Statistics*, by William Parker, American Correctional Association, May 1972, Revised Edition 1975.
- Resource Document #2: *Proceedings: The National Workshop on Corrections and Parole Administration, February 20-23, 1972, New Orleans, Louisiana*, Compiled and edited by Leon Leiberg, American Correctional Association, 1972.
- Resource Document #3: *The Mutual Agreement Program: A Planned Change in Correctional Service Delivery*, by Leon Leiberg and William Parker, American Correctional Association, 1973.
- Resource Document #4: *Proceedings, Second National Workshop on Corrections and Parole Administration, San Antonio, Texas*, Compiled and edited by Leon Leiberg, American Correctional Association, 1974.
- Resource Document #5: *MAP Markers: Research and Evaluation of the Mutual Agreement Program*, by James O. Robison, D.Crim., American Correctional Association, April 1975.
- Resource Document #6: *Program Implementation, Politics and Policy Change*, by Ellen Dunbar, (Doctoral Dissertation University of Southern California, Departments of Sociology and Urban Studies, Los Angeles, 1975).
- Resource Document #7: *An Evaluative Summary of Research: MAP Program Outcomes in the Initial Demonstration States*, by Anne Rosenfeld, American Correctional Association, July, 1975.
- Resource Document #8: *A Study of the Legal Aspects of Contract Parole*, University of California at Los Angeles, Law School (in preparation), American Correctional Association, 1976.

*Mutual Agreement Program: An Overview*, American Correctional Association, 1974 (Pamphlet).

*Mutual Agreement Programs with Vouchers: An Alternative for Institutionalized Female Offenders*, by Leon Leiberg and William Parker, American Journal of Corrections, Vol. 37, No. 1, January-February, 1975.